



Commonwealth of Virginia
Virginia Information Technologies Agency

TECHNOLOGY PORTFOLIO SOLUTIONS SERVICES

Date: December 21, 2006

Contract #: VA-060412-SRCO

Authorized User: State Agencies, Institutions, and other Public Bodies
as defined in the VPPA

Contractor: Sergo, Inc.
2650 Park Tower Drive
Suite 800
Vienna, VA 22180

FIN: 22-2902286

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Pricing: Exhibit B

FOB: Destination

Term: April 13, 2006 – April 12, 2008

Payment: Net 30 days

For Additional Information, Please Contact:

Supply Chain Management
Virginia Information Technologies Agency

Mike Novak
Phone: 804-371-5563
E-Mail: mike.novak@vita.virginia.gov
Fax: 804-371-5969

NOTES: Individual Commonwealth of Virginia employees are not authorized to purchase equipment or services for their personal use from this Contract.

For updates, please visit our Website at <http://www.vita.virginia.gov/procurement/contracts.cfm>

VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA): Prior review and approval by VITA for purchases in excess of \$100,000.00 is required for State Agencies and Institutions only.

CONTRACT # VA-060412-SRCO
CONTRACT CHANGE LOG

[illegible]

**MODIFICATION #1
TO
CONTRACT NUMBER VA-060412-SRCO
BETWEEN THE
COMMONWEALTH OF VIRGINIA, through the
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
SERCO, INC.**

This MODIFICATION #1 is an agreement between the Commonwealth of Virginia, through the Virginia Information Technologies Agency, hereinafter referred to as "VITA" or "Commonwealth", and SERCO, INC. (SERCO), hereinafter referred to as "Contractor", relating to Contract VA-060412-SRCO as amended, hereinafter referred to as the "Contract" or "Agreement". This Modification #1 is hereby incorporated into and made an integral part of the Agreement.

The purpose of Modification #1 is to document the parties' agreement to the following:

1. All references to "VA-060412-SERC" are removed and replaced by "VA-060412-SRCO".
2. The following is added to Exhibit B, Table 3:

PRST-FRMUSR-49	ProSight Portfolios Forms-Only User License	ProSight User Licenses - 10-49 users (price per user)	\$477.36
PRST-FRMUSR-99	ProSight Portfolios Forms-Only User License	ProSight User Licenses - 50-99 users (price per user)	\$428.22
PRST-FRMUSR-249	ProSight Portfolios Forms-Only User License	ProSight User Licenses - 100-249 users (price per user)	\$402.48
PRST-FRMUSR-499	ProSight Portfolios Forms-Only User License	ProSight User Licenses - 250-499 users (price per user)	\$380.25
PRST-FRMUSR-500	ProSight Portfolios Forms-Only User License	ProSight User Licenses - 500+ users (price per user)	\$354.51
PRST-VWUSR-49	ProSight Portfolios View-Only User License	ProSight User Licenses - 10-49 users (price per user)	\$297.18
PRST-VWUSR-99	ProSight Portfolios View-Only User License	ProSight User Licenses - 50-99 users (price per user)	\$267.93
PRST-VWUSR-249	ProSight Portfolios View-Only User License	ProSight User Licenses - 100-249 users (price per user)	\$252.72
PRST-VWUSR-499	ProSight Portfolios View-Only User License	ProSight User Licenses - 250-499 users (price per user)	\$237.51
PRST-VWUSR-500	ProSight Portfolios View-Only User License	ProSight User Licenses - 500+ users (price per user)	\$222.30

Pursuant to Section 4, Software License, of Contract VA-060412-SRCO and pursuant to the terms and conditions of the Software Licensing Agreement number VITA0001 between ProSight and VITA dated April 13, 2006, and incorporated as Exhibit D to Contract VA-060412-SRCO, the terms and conditions of such Software Licensing Agreement VITA0001 shall govern the licensing of the above referenced software product licenses.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-060412-SRCO. Contract VA-060412-SRCO cannot be modified, except by a writing signed by a duly authorized representative of both parties.

ALL OTHER TERMS AND CONDITIONS OF CONTRACT VA-060412-SRCO REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT MODIFICATION ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

SERCO, INC.

BY: John McFadden

NAME: John McFadden

TITLE: Contract Administrator

DATE: Nov. 20, 2006

COMMONWEALTH OF VIRGINIA

BY: Dan Crenshaw

NAME: Dan Crenshaw

TITLE: Strategic Services Manager

DATE: 12-4-06

INFORMATION TECHNOLOGY PORTFOLIO SOLUTION CONTRACT

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INFORMATION TECHNOLOGY PORTFOLIO SOLUTION CONTRACT

THIS INFORMATION TECHNOLOGY PORTFOLIO SOLUTION CONTRACT ("Contract") is entered into by and between the Virginia Information Technologies Agency (VITA) pursuant to §2.2-2012 of the Code of Virginia, (hereinafter referred to as "VITA") and SERCO, INC ("Supplier") to be effective as of April 13, 2006 ("Effective Date"). VITA and Supplier are referred to herein individually as "Party" and collectively as the "Parties."

1. PURPOSE AND SCOPE

This Contract sets forth the terms and conditions under which Supplier agrees to provide and implement for Authorized User(s) a Solution(s) for information technology project and portfolio management to support responsibilities for the life-cycle management and oversight of technology investments, and to provide various Services to the Authorized User(s).

2. DEFINITIONS

A. Acceptance

Acceptance shall take the form of successful delivery or completed Acceptance testing in conformance with the Requirements as agreed to by Authorized User and Supplier in the applicable order.

B. Agent

Any third party independent agent of any Authorized User.

C. Authorized User

All public bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia.

D. Computer Virus

Any malicious code, program, or other internal component (e.g., computer virus, computer worm, computer time bomb, or similar component), which could damage, destroy, alter or disrupt any computer program, firmware, or hardware or which could, in any manner, reveal, damage, destroy, alter or disrupt any data or other information accessed through or processed by such software in any manner.

E. Confidential Information

Any confidential or proprietary information of a Party that is disclosed in any manner, including oral or written, graphic, machine readable or other tangible form, to the other Party in connection with or as a result of discussions related to this Contract, and which at the time of disclosure either (i) is marked as being "Confidential" or "Proprietary", (ii) is otherwise reasonably identifiable as the confidential or proprietary information of the Disclosing Party, or (iii) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information of the disclosing Party.

F. Documentation

Those materials detailing the information and instructions needed in order to allow any Authorized User and its Agents to make productive use of the Software.

G. Electronic Self-Help

Any use of electronic means to exercise Supplier's termination rights upon breach or cancellation, termination or expiration of this Contract.

H. Non-conforming Product

Product(s) or Service(s) that fail to meet the Requirements of the Authorized User or this Contract.

I. Requirements

The functional, performance, operational, compatibility, Acceptance testing criteria and other parameters and characteristics of the product described in the applicable documentation, Supplier's Proposal and such other parameters, characteristics, or performance standards for the product that may be agreed upon in writing by the Parties.

J. Services

Any services, including installation, configuration, customization, support and training provided by Supplier under this Contract.

K. Software

The programs and code, and any subsequent releases, provided by Supplier under this Contract as set forth in Exhibit A or as described on Supplier's US and International price lists in effect at time of order placement.

L. Supplier

Includes any individual who is an employee, sub-contractor, or independent contractor of Supplier to provide Software and/or Services under this Contract.

M. Supplier's Proposal

Proposal submitted by Supplier and accepted by VITA, attached hereto as part of Exhibit A.

N. Training Materials

Print and electronic media used for instruction of training Authorized User staff and end-users under this Contract.

O. VITA

Virginia Information Technologies Agency, an agency of the Commonwealth of Virginia pursuant to Chapter 20.1 (§§2.2-2005 et seq.) of the Code of Virginia.

P. Warranty Period

The one year period following Acceptance of the Solution

3. TERM AND TERMINATION

This Contract is effective and legally binding as of the Effective Date and, unless terminated as provided for in this section, shall continue to be effective and legally binding for a period of two (2) years. Subject to the mutual written agreement of both Parties, this Contract may be extended for up to three (3) additional one (1) year periods after the expiration of the initial two (2) year period. VITA will issue a written notification to the Supplier stating the extension period, 30 days prior to the expiration of any current term.

VITA may terminate this Contract, in whole or in part, upon not less than (30) days prior written notice at any time for any reason. Expiration of the term or termination of this Contract by VITA shall not relieve VITA of any payment obligations accrued prior to termination nor shall it result in the refund of any fees paid, except as provided herein. Supplier shall submit any contractual dispute to VITA for resolution according to the terms of the Dispute Resolution Section. Upon termination, VITA shall have no future liability except for Services rendered or Software delivered by Supplier prior to the termination date.

4. SOFTWARE LICENSE**A. License Grant**

Supplier shall provide Software as part of its solution. Such Software is licensed directly to Authorized User(s) by the software manufacturer ("Software Manufacturer") through the end user licensing agreement (EULA) attached hereto as Exhibit D.

- i). In the event that all of an Authorized User's copies of the Software, including all backup copies, are destroyed, irreparably damaged or otherwise lost due to fire, explosion, sabotage, flood or other disaster, Supplier shall provide to such Authorized User, at cost, replacement copies of the Software and Documentation. Nothing contained in this Section shall obligate Supplier to replace or assist in the recovery of data lost concurrent with the loss of the Software.
- ii). Nothing contained herein shall be construed to restrict or limit an Authorized User's rights to use any technical data which such Authorized User may already possess or acquire under proper authorization from other sources.

5. PROFESSIONAL SERVICES AND LICENSE FEES, ORDERING AND PAYMENT PROCEDURE**A. License Fees and Charges**

As consideration for the Software license(s) purchased hereunder, an Authorized User shall pay Supplier the license fee(s) set forth on Exhibit B, which lists any and all license fees and charges. In addition to the Software license fees, Exhibit B sets forth Solution fees and fees for optional services

including, but not limited to, training and Software installation. The fees and any associated discounts shall be applicable throughout the term of this Contract; provided, however, that in the event the fees or discounts apply for any period less than the entire term, Supplier agrees that it shall not increase the fees more than once during any twelve (12) month period, commencing at the end of year one (1). No such increase shall exceed the lesser of 3% or the annual increase in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, Seasonally Adjusted (SA), as published by the Bureau of Labor Statistics of the Department of Labor (<http://www.bls.gov/cpi/home.htm>), for the effective date of the increase compared with the same index one (1) year prior. Any such change in price shall be submitted to all Authorized Users in writing in accordance with the above and shall not become effective for sixty (60) days thereafter. Supplier agrees to offer price reductions to ensure compliance with the Competitive Pricing Section.

If during a Maintenance Term (defined in the Warranty and Maintenance Services section), an Authorized User licenses additional Software or adds a named user to a previously licensed product, the support fees shall be increased for the additional concurrent software licenses added in an amount proportional to the rates for support in effect at the time of addition. Upon shipment of the Software, Supplier shall invoice the Authorized User and Authorized User shall pay such invoice in accordance with this Contract. Supplier shall prorate support fees charged pursuant to this Section to be coterminous with the number of days remaining in the then-current payment term for the original Software rights of use.

B. Reproduction Rights

At an Authorized User's request, Supplier shall provide the Authorized User with a reproducible diskette or CD. Such Authorized User shall be responsible for making copies and distributing the Software as required. Within thirty (30) days of the end of each calendar quarter, such Authorized User shall provide to Supplier a report of the net number of additional copies of the Software deployed during the quarter. Supplier shall invoice such Authorized User for the net number of new licenses reported as deployed.

C. Ordering

Notwithstanding all Authorized User's rights to license or purchase Supplier's products or services under this Contract, an Authorized User is under no obligation to purchase or license from Supplier any of Supplier's products or services. This Contract is non-exclusive and all Authorized Users may, at their sole discretion, purchase, license or otherwise receive benefits from third party suppliers of products and services similar to, or in competition with, the products and services provided by Supplier.

Supplier is required to accept any order placed through the eVA electronic procurement website portal (<http://www.eva.state.va.us>). eVA is the Commonwealth of Virginia's total electronic procurement solution. State agencies, as defined in §2.2-2006 of the Code of Virginia, shall order through eVA. All other Authorized Users are encouraged to order through eVA, but may order through the following means:

- i). Any order/payment transaction processed through the Commonwealth of Virginia's contract with American Express (AMEX). Each order must not exceed \$5,000, or the then-current charge card limit.
- ii). Any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA under contract for use by an Authorized User.

This ordering authority is limited to issuing orders for the Software and Services available under this Contract. Under no circumstances shall any Authorized User have the authority to modify this Contract.

Supplier shall make available all appropriate and/or related Documentation at the time of delivery of the first unit of each Software type. Software delivered without the appropriate and required Documentation shall be considered "shipped short" until the applicable documentation has been received.

D. Invoice Procedures

Supplier shall remit each invoice to the bill to address provided with the order promptly after all Software or Services have been accepted, and in accordance with any milestone payment schedule

established in any order issued hereunder. Payment for Software support Services shall be annually in advance. No invoice shall include any costs other than those identified in Exhibit B or the executed order referencing this Contract. Without limiting the foregoing, all shipping costs are the Supplier's responsibility except to the extent such charges are identified in Exhibit B, or as noted in any executed order referencing this Contract. Invoices issued by the Supplier shall identify at a minimum:

- i). Software or Service type and description
- ii). Quantity, charge and extended pricing for each Software and/or Service item
- iii). Applicable order date
- iv). This Contract number and the applicable order number
- v). Supplier's Federal Employer Identification Number (EIN).

ALL CONTRACTUAL OBLIGATIONS UNDER THIS CONTRACT IN CONNECTION WITH AN ORDER PLACED BY ANY PUBLIC BODY (as that term is defined in §2.2-4301 of the Code of Virginia) OF ANY COUNTY, CITY OR TOWN LOCATED WITHIN THE COMMONWEALTH OF VIRGINIA ARE THE SOLE OBLIGATION OF THE COUNTY CITY OR TOWN PLACING THE ORDER AND NOT THE RESPONSIBILITY OF VITA.

E. Purchase Payment Terms

All payment obligations under this Contract are subject to the availability of legislative appropriations for this purpose. In the event of non-appropriation of funds for the items under this Contract, VITA may terminate this Contract, or any order, for those goods or services for which funds have not been appropriated. Written notice will be provided to the Supplier as soon as possible after legislative action is completed.

If any purchases are to be supported by federal funding, and such funding is not made available, VITA may terminate this Contract, or an Authorized User may terminate an order, for goods or services dependent on such federal funds without further obligation.

Supplier is responsible for the accuracy of its billing information. Supplier agrees not to issue invoices hereunder until Software has been shipped. Charges older than ninety (90) days may not be paid.

In the event Software is shipped without the applicable Documentation, payment shall not be due until the required Documentation is provided.

If there are any disputed items, an Authorized User shall pay all undisputed charges and promptly notify Supplier in writing of any disputed amount. Supplier shall thereupon review its records, and, if it does not concur with the Authorized User, provide the Authorized User with documentation to support the charge. All payment terms are net 30 days after Acceptance.

F. Supplier's Report of Sales and Industrial Funding Adjustment

By the 10th day of every month, the Supplier shall submit the "Supplier Monthly Report of Sales". Upon Contract award, Supplier shall be provided a template showing the format in which the report is to be submitted. The report shall be submitted via electronic mail to the VITA IFA Coordinator and the VITA Controller (contact information to be provided upon award), and shall report all invoices submitted by Supplier pursuant to the Contract to all Authorized Users during the preceding month. The report shall also show a cumulative record of all invoices submitted to all Authorized Users pursuant to the Contract.

The Supplier shall submit the Industrial Funding Adjustment (IFA) payment for the period covered by such "Supplier Monthly Report of Sales" within thirty (30) days of submitting the "Supplier Monthly Report of Sales". The IFA payment shall be submitted in the form of a check or electronic funds disbursement made payable to the Treasurer of Virginia. The IFA payment is equal to two percent (2%) of total sales under this Contract during the relevant month, as determined by the amount invoiced to Authorized Users. The IFA payment shall reference this Contract number, "report amounts", and "report period".

Supplier shall remit IFA payments made via check to VITA, Attention VITA Controller. Supplier shall also provide a copy of the IFA payment to the VITA IFA Coordinator via email or fax. Failure to comply with reporting and payment requirements of this section may result in default of Contract.

Contact Information (To be provided upon award)

VITA Controller 110 South 7 th Street, 3 rd Floor Richmond, VA 23219-3931 (PHONE NUMBER) (FAX NUMBER) VITACONTROLLER@VITA.VIRGINIA.GOV	VITA IFA Coordinator 110 South 7 th Street, 1 st Floor Richmond, VA 23219 804-371-5980 (PHONE) 804-371-5969 (FAX) IFACoordinator@vita.virginia.gov
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6. TRAINING AND TRAINING MATERIALS

Pursuant to a mutually agreed upon schedule, Supplier shall provide sufficient personnel experienced and qualified to conduct training on the use of the Solution. Available optional training, and applicable pricing and discounts, are described in Exhibit B.

Supplier shall deliver to Authorized User, one (1) complete electronic media of the Training Materials, as requested by such Authorized User. Such Authorized User shall have the right to make as many additional copies of the Training Materials, in whole or in part, for its own use as required. Training Materials shall include, but not be limited to, overview descriptions of all major functions, detailed step-by-step operating procedures for each screen and activity, and technical reference manuals. Authorized User shall have the right at its own discretion, to take all or portions of the Training Materials, modify or completely customize them in support of the authorized use of the Solution and may duplicate such Training Materials and include them in an Authorized User document or platform. If the Training Materials include the Software Manufacturer's copyright notice, Authorized User shall include Software Manufacturer's copyright notice in any copies it makes.

7. DELIVERY AND INSTALLATION

A. Scheduling

Supplier shall deliver Solution and Software according to the delivery dates set forth on the appropriate order.

B. Installation of Software

Unless the Authorized User orders installation services from Supplier, Authorized User shall be responsible for installation of all Software.

Supplier Installation of Software

If installation services are purchased by the Authorized User, Supplier shall be required to install the Software in accordance with the installation schedule set forth on such Authorized User's order. Supplier shall conduct its standard appropriate diagnostic evaluation at the Authorized User's user site to determine that the Software is properly installed and fully ready for productive use, and shall supply such Authorized User with a copy of the results of the diagnostic evaluation promptly after completion of installation.

Supplier agrees that failure to install the Software in accordance with the delivery schedule in the applicable order shall constitute a material breach of this Contract resulting in damages to such Authorized User. As an estimate of the damages such Authorized User shall suffer, Supplier agrees to credit such Authorized User an amount equal to two-hundred fifty U.S. dollars (US \$250.00), for each day of undelivered or delivered but non-operational Software for a period of thirty (30) days following the agreed upon delivery date. If the delay lasts longer than thirty (30) days, such Authorized User may immediately cancel the order and collect the damages for that period of late delivery. Such Authorized User reserves any and all other remedies available at law or in equity for delays lasting longer than thirty (30) days or for non-delivery.

Authorized User Installation of Software

The Software shall be deemed to be installed when all programs, program libraries and user interfaces are copied to and initialized on the appropriate equipment as executable by having the ordering Authorized User invoke the primary function of each major component of the Software or when Acceptance criteria have been met. Supplier shall provide any ordering Authorized User with its standard telephonic installation support at no additional cost to such Authorized User. Should such

Authorized User request onsite implementation support, Supplier shall provide such support for the fees identified in Exhibit B.

For the first order issued hereunder, Supplier's fee(s) shall include initial training and knowledge transfer needed to insure a successful implementation at VITA or the Authorized User's facilities.

Authorized User shall designate the specific computer hardware on which the Software will be installed (the "Designated Unit"), and Supplier shall notify Software Manufacturer in writing of the Designated Unit to allow Software Manufacturer to issue a license key.

C. Ongoing Knowledge Transfer

Supplier shall promote ongoing knowledge transfer by providing Authorized Users access to Software Manufacturer's quarterly Government User group, Annual User Summit and web forums sponsored by Software Manufacturer and its partners.

8. ACCEPTANCE TEST

A. Software Acceptance Criteria

Software shall be accepted when the Authorized User determines that it successfully operates in accordance with the Documentation. Such Authorized User agrees to commence Acceptance testing within five (5) days after receipt of the Software. Acceptance testing will be no longer than ten (10) days for the first instance of each product type set forth in Exhibit B. Software shall be deemed accepted if such Authorized User does not reject the Software within fifteen (15) days after receipt of the Software. Supplier agrees to provide to such Authorized User such assistance and advice as such Authorized User may reasonably require, at no additional cost, during such Acceptance testing, other than pre-approved travel expenses incurred which will be reimbursable by such Authorized User at the then current per diem amounts as published by the Virginia Department of Accounts.

B. Software Cure Period

Supplier shall ensure correction of the non-conformities identified hereunder and shall thereafter re-submit such previously non-conforming Software for re-testing within ninety (90) days of written notice of non-conformance, or as otherwise agreed between the Authorized User and Supplier. In the event that Supplier fails to deliver Software which meets the Software specifications described in the Documentation, such Authorized User may, in its discretion: (i) reject the Software in its entirety and recover amounts previously paid hereunder; (ii) issue a "partial Acceptance" of the Software with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Software while reserving its right to revoke Acceptance if timely correction is not forthcoming. If the non-conforming Software is an essential component of the Solution, and Supplier fails to deliver conforming Software in accordance with the Cure Period, Authorized User shall have the right to terminate the applicable order for its Solution, recover all costs paid to Supplier for such Solution, and return all Solution components to Supplier.

C. Solution Acceptance Criteria

The Solution shall be accepted when the Authorized User determines that it successfully operates in accordance with the Requirements. Such Authorized User agrees to commence Acceptance testing within five (5) days after receipt of the Solution. Acceptance testing will be no longer than fifteen (15) days. Supplier agrees to provide to such Authorized User such assistance and advice as such Authorized User may reasonably require, at no additional cost, during such Acceptance testing, other than pre-approved travel expenses incurred which will be reimbursable by such Authorized User at the then current per diem amounts, as published by the Virginia Department of Accounts.

D. Solution Cure Period

Supplier shall ensure correction of the non-conformities identified hereunder and shall thereafter re-submit such previously non-conforming Solution for re-testing within ninety (90) days of written notice of non-conformance, or as otherwise agreed between the Authorized User and Supplier. In the event that Supplier fails to deliver a Solution which meets the Requirements, such Authorized User may, in its sole discretion: (i) reject the Solution in its entirety and recover amounts previously paid hereunder; (ii) issue a "partial Acceptance" of the Solution with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Solution while reserving its right to revoke Acceptance if timely correction is not forthcoming.

9. GENERAL WARRANTY

Supplier warrants and represents to VITA the Solution described in Exhibit A as follows:

A. Ownership

Supplier is the developer of the Solution or otherwise has the right to grant to all Authorized Users the license to use the Solution granted hereunder without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party. Supplier is authorized to sell and distribute the Software to be provided in conjunction with the Solution.

B. Solution

Supplier warrants the following with respect to the Solution:

- i). If the Solution is pursuant to a particular Request for Proposal ("RFP"), such Solution shall be fit for the particular purposes specified by VITA and Supplier is possessed of superior knowledge with respect to the Solution and is aware that all Authorized Users are relying on Supplier's skill and judgment in providing the Solution;
- ii). If such Solution is pursuant to a particular RFP and the RFP specified the hardware equipment that an Authorized User shall use to run the Solution, then Supplier warrants the Solution, and any subsequent release, is compatible with and shall perform as stated with such hardware for a period of 1 year of the Effective Date. However Supplier will in no event be liable for the failure of Solution if such failure is due to changes in the hardware or use of third party software by an Authorized User.
- iii). The Solution provided hereunder is at the current release level unless an Authorized User specifies an older version in its order;
- iv). No corrections, work arounds or future Solution releases provided by Supplier under the warranty provisions or under maintenance shall degrade the Solution, cause any other warranty to be breached, or require an Authorized User to acquire additional hardware equipment or software;
- v). Supplier warrants that the documentation and all modifications or amendments thereto which Supplier is required to provide under this Contract shall be sufficient in detail and content to allow an Authorized User to operate the Solution without reference to any other materials or information.

C. Limited Warranty

During the Warranty Period, Supplier warrants that the Solution shall not contain any material errors and shall function properly and in conformity with the Requirements. Supplier shall correct all errors that result in a failure of the Solution to function as specified in Supplier's Proposal that are identified during the Warranty Period at no additional cost to any Authorized User.

D. Malicious Code

Supplier has used its best efforts through quality assurance procedures to ensure that there are no Computer Viruses or undocumented features in the Solution at the time of delivery to an Authorized User; and the Solution does not contain any embedded device or code (e.g., time bomb) that is intended to obstruct or prevent any Authorized User's use of the Solution. Notwithstanding any rights granted under this Contract or at law, Supplier hereby waives under any and all circumstances any right it may have or may hereafter have to exercise Electronic Self-Help. Supplier agrees an Authorized User may pursue all remedies provided under law in the event of a breach or threatened breach of this Section, including injunctive or other equitable relief.

E. Open Source

Supplier will notify all Authorized Users if the Solution contains any Open Source code and identify the specific Open Source License that applies to any embedded code or code dependent on Open Source code, provided by Supplier under this contract.

F. Supplier's Viability

Supplier warrants that Supplier has no constructive or actual knowledge of a potential legal proceeding being brought against Supplier that could threaten performance of this Contract and that

entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

G. Supplier's Past Experience

Supplier warrants that the Solution has been installed and is operating in a production environment in a non-related third party's facility without significant problems due to the Solution or Supplier.

THE OBLIGATIONS OF SUPPLIER UNDER THIS SECTION ARE MATERIAL. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES CONCERNING MERCHANTABILITY OR FITNESS FOR ANY OTHER PARTICULAR PURPOSE.

10. WARRANTY AND MAINTENANCE SERVICES

A. Maintenance Period

Software Warranty and Maintenance shall commence immediately after Software Acceptance or 30 days after shipment, whichever occurs first. Software warranty and maintenance shall continue for a minimum initial term of 12 months (initial Maintenance Period), and Authorized User may renew such maintenance for additional one (1) year terms in accordance with the Term and Termination section of this Contract (subsequent Maintenance Period(s)).

At any time during the Maintenance Period, Supplier shall provide the following support services (including unlimited telephonic support and all necessary travel and labor) to any Authorized User to maintain the Solution in accordance with the Requirements:

B. Known Defects

Supplier shall promptly notify all Authorized Users of any material defects or malfunctions in the Solution, Software or Documentation of which it learns from any source, correct any such material defects or malfunctions or provide a work around until corrected, within forty five (45) days of knowledge of such material defect or malfunction and provide all Authorized Users with corrected copies of same. Supplier shall at its option: (a) provide a workaround for any programming error in the Solution or Software that materially impairs use of the Solution; or (b) replace the Solution or Software containing the error.

C. Software New Releases and Upgrades

Authorized Users will be entitled to receive new versions of the Software, including both major and minor releases of the Software, at no additional charge, provided that the Authorized User has purchased Software maintenance under this Contract. A "major release" is an introduction of major changes in software functionality to the Software and is designated sequentially by Software Manufacturer as "Release 1.0", "Release 2.0", etc. A "minor release" is defined as a release for the Software that includes the addition by Software Manufacturer of a function or feature of the Software, or any change made by Software Manufacturer to the Software which improves its performance, including all patches and bug fixes made to the Software since the last previous release. A minor release is designated sequentially by Software Manufacturer as either "Version 1.1", "Version 1.2", etc. or "Version 1.1 SP1", "Version 1.1 SP2", etc. These terms shall apply to any new versions of the Software that the Software Manufacturer licenses to an Authorized User.

Each software release is supported by Supplier for a minimum period of one year from its release date (unless such release is the last release within a major release series, in which case, such release will be supported for one year from the ship date of the first release of the next major release). Supplier shall have no obligation to maintain or support earlier releases of the Software.

All Software, including new versions and updates, delivered to an Authorized User, including any related documentation, shall be subject to the terms of the existing Software Manufacturer EULA.

D. Designated Contacts

For each location where the Solution is in use, Authorized User shall designate a team of up to two support personnel ("Designated Contacts"), which Authorized User may change from time to time, as the qualified points of contact for Authorized User Support from Supplier. Authorized User will provide Supplier with the name, address, and telephone number of designated support personnel for each

location covered by this Contract. Authorized User shall immediately notify Supplier of any change in the name, address, or telephone number of the Designated Contacts.

E. Telephonic Support

9am through 6pm Eastern, Monday through Friday (except for Commonwealth holidays) provide to any Authorized Users' Designated Contacts all reasonably necessary telephone or written consultation requested by such Authorized Users in connection with errors in the of the Solution.

F. Service Levels

Severity Level Defined	a) Response Goal	b) Resolution
Severity Level 1: The reported problem precludes Authorized User from successfully operating the Solution/Software and/or any application or component critical to the operation of the Solution/Software. Authorized User is unable to work around the problem and the problem has or will have an adverse effect on Authorized User's mission critical operations.	Thirty (30) minutes from Supplier's receipt of Authorized User's initial call.	Define a solution/fix problem or provide work around within two (2) business days.
Severity Level 2: The Solution/Software has a component that is not operative and/or is producing incorrect data or results such that Authorized User could be precluded from continuing its intended activity. For this level, Authorized User's system is still running in a production mode.	Sixty (60) minutes from Supplier's receipt of Authorized User's initial call	Define a solution/ fix problem or provide work-around within five (5) business days.
Severity Level 3: A non-critical component of the Solution/Software is not operative and circumvention is available to allow Authorized User to continue operation of the system.	Five (5) business days from Supply's receipt of Authorized User's initial call.	Define a solution/fix problem or provide work-around.

G. Authorized User Responsibilities

Authorized User shall provide Supplier with copies of such programs, reports and data files as may be reasonably requested by Supplier, and with sufficient support and test time on Authorized User's computer system, to enable Supplier to duplicate any failure of the Solution or Software, to confirm the problem is caused by the Solution or Software, and to correct the problem.

Authorized User shall take reasonable steps to protect its own data from system failure, including regular creation of backup copies of data and maintenance of processes to insure continued business operation in case of system failure.

Supplier shall not be responsible for installation, maintenance, support, use of hardware, configuration of networks, and any other software, services or equipment not furnished by Supplier. Supplier shall have no responsibility for support or performance of the Solution or Software on hardware or network configurations that are not in accordance with Supplier's recommended configurations, as specified in Exhibit A.

H. Limitations

Supplier shall have no responsibility under this Contract for: (a) services connected with the setup, installation, configuration, relocation, or reconfiguration of Solution or Software if the work is performed by a party other than Supplier or parties authorized by Supplier; (b) supplies, accessories, or media; (c) support of operating system or network software; (d) errors or defects caused by neglect, misuse (such as modification Software database schema), or accidental damage to the Solution or Software unless such damage is caused by Supplier; (e) modifications, corrections, or workarounds performed by person(s) not authorized by Supplier; (f) use of Solution or Software with computer hardware, networks, or printers not in accordance with Supplier's recommended configurations, as specified in Exhibit A; (g) support of solutions, software or other products not provided by Supplier.

SUPPLIER WARRANTS THAT THE MAINTENANCE SERVICES PROVIDED UNDER THIS AGREEMENT WILL BE OF PROFESSIONAL QUALITY. IN ADDITION TO ALL AVAILABLE LEGAL AND EQUITABLE REMEDIES, AN AUTHORIZED USER'S REMEDY FOR BREACH OF THIS WARRANTY BY SUPPLIER IS A REFUND OF SUPPORT FEES APPLIED AGAINST THE THREE (3) MONTH PERIOD PRECEDING THE BREACH.

I. Escalation Procedures

Authorized User and Supplier shall each designate a point-of-contact (POC) as representative to the other for the purpose of handling joint decisions, resource management, and other problems that might arise concerning the relationship between Authorized User and Supplier. Authorized User POC will promptly report Non-conforming Products and services to the Supplier POC. Problems that cannot be resolved at the POC level will be escalated to a Relationship Management Team consisting of senior representatives from Authorized User and the Supplier for resolution. POCs will be designated in the applicable order or statement of work.

J. Remedies

If Supplier is unable to make the Solution conform, in all material aspects, within thirty (30) days following notification by an Authorized User, Supplier shall, at such Authorized User's request, accept return of the Software, and return all monies paid by such Authorized User for the returned Software and Documentation.

11. ESCROW AGREEMENT

Supplier has executed an escrow agreement (Software Escrow Agreement) with the Software Manufacturer that requires Software Manufacturer to maintain copies of all Software source code and related technical and user Documentation, in English, in an escrow account for the term of this Contract. VITA acknowledges that, prior to the Effective Date of this Contract, Supplier delivered to VITA and VITA received a copy of the executed Software Escrow Agreement naming Supplier as a third party beneficiary. Supplier agrees to notify VITA in writing not less than 30 calendar days prior to termination of any modification of Software Escrow Agreement. Supplier warrants that the Software Escrow Agreement provides for the information and materials to be kept in escrow in a media safe environment for the benefit of Supplier are specifically identified and listed in Escrow Materials List to the Software Escrow Agreement and include the most current version used by all Authorized Users of:

- i). the source code for the Software,
- ii). all Documentation related thereto as well as all necessary and available information, proprietary information in English, and
- iii). technical Documentation in English which shall enable Supplier or the Authorized User to create, maintain and/or enhance the Software without the aid of Software Manufacturer or any other person or reference to any other materials, maintenance tools (test programs and program specifications), proprietary or third party system utilities (compiler and assembler descriptions), description of the system/program generation, and descriptions of any Software Manufacturer tools required to provide Authorized User the ability to continue to use the Software.

Supplier warrants that the Escrow Agreement provides for, among other items, the release of the list of items on Escrow Materials List of the Software Escrow Agreement upon the happening of certain events, including, but not limited to, Software Manufacturer's failure to carry out its obligations to provide Software to Supplier for a period of 60 days, Software Manufacturer's bankruptcy, Software Manufacturer's failure to continue to do business in the ordinary course. Supplier agrees that no Authorized User shall be required to pay any expenses associated with establishing and maintaining the escrow account and the contents mentioned above.

Supplier shall ensure that, subject to the information and materials listed on Escrow Materials List of the Escrow Agreement being released to Supplier pursuant to the terms of the Software Escrow Agreement, Authorized Users shall have a royalty-free, irrevocable license, that permits disclosure to a third party support-vendor of a complete and accurate copy of then-current source code for the Software licensed to such Authorized Users, along with all related documentation.

In addition to the Software Escrow Agreement, Supplier shall maintain detailed instructions and specifications regarding the configuration of the Software for each Authorized User, in English, in an escrow account for the term of this Contract, and shall maintain with escrow agent the executed agreement attached hereto as Exhibit C (Configuration Escrow Agreement). VITA acknowledges that, prior to the Effective Date of this Contract, Supplier delivered to VITA and VITA received a copy of the executed Configuration Escrow Agreement naming VITA as a third party beneficiary. Supplier agrees to notify VITA in writing not less than 30 calendar days prior to termination or any modification of Configuration Escrow Agreement. Supplier warrants that the information and materials to be kept in escrow in a media safe environment for the benefit of VITA are specifically identified and listed in Escrow Materials List to the Configuration Escrow Agreement and include instructions and specifications regarding the configuration of the most current version of the Software used by all Authorized Users.

Supplier warrants that the Configuration Escrow Agreement provides for, among other items, the release of the list of items on Escrow Materials List of the Configuration Escrow Agreement upon the happening of certain events, including, but not limited to, Supplier's failure to carry out its support and maintenance obligations imposed by this Contract for a period of 60 days, Supplier's default under this Contract, Supplier's bankruptcy, Supplier's failure to continue to do business in the ordinary course. Supplier agrees to pay all expenses associated with establishing and maintaining the escrow account and the contents mentioned above.

Subject to the information and materials listed on Escrow Materials List of the Configuration Escrow Agreement being released to VITA pursuant to the terms of the Configuration Escrow Agreement, which is an agreement supplementary hereto, Supplier hereby grants to VITA a royalty-free, irrevocable license, that permits disclosure to a third party support-vendor of a complete and accurate copy of then-current configuration instructions and specifications for all Authorized Users.

12. COMPETITIVE PRICING

Supplier warrants and agrees that each of the charges, economic or product terms or warranties granted to all Authorized Users pursuant to this Contract are comparable to the equivalent charge, economic or product term or warranty being offered to commercial or government customer of Supplier.

13. CONFIDENTIALITY

A. Treatment and Protection

Each Party agrees to (i) hold in strict confidence all Confidential Information of the other Party, (ii) use the Confidential Information solely to perform or to exercise its rights under this Contract, and (iii) not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third-party. However, an Authorized User may disclose the Confidential Information as delivered by Supplier to subcontractors, contractors or agents of such Authorized User that are bound by a non-disclosure contract with such Authorized User. Each Party shall take the same measures to protect against the disclosure or use of the Confidential Information as it takes to protect its own proprietary or confidential information (but in no event shall such measures be less than reasonable care).

B. Exclusions

The term "Confidential Information" shall not include information that is:

- i). in the public domain through no fault of the receiving Party or of any other person or entity that is similarly contractually or otherwise obligated;
- ii). obtained independently from a third-party without an obligation of confidentiality to the disclosing Party and without breach of this Contract;
- iii). independently developed by the receiving Party without reference to the Confidential Information of the other Party; or
- iv). required to be disclosed under The Virginia Freedom of Information Act (§§2.2-3700 et seq. of the Code of Virginia) or similar laws or pursuant to a court order.

C. Return or Destruction

Upon the termination or expiration of this Contract or upon the earlier request of the disclosing Party, the receiving Party shall (i) at its own expense, (a) promptly return to the disclosing Party all tangible Confidential Information (and all copies thereof except the record required by law) of the disclosing Party, or (b) upon written request from the disclosing Party, destroy such Confidential Information and provide the disclosing Party with written certification of such destruction, and (ii) cease all further use of the other Party's Confidential Information, whether in tangible or intangible form..

14. LIABILITY AND INDEMNIFICATION

Supplier agrees to indemnify, defend and hold harmless any Authorized User, its officers, directors, agents and employees ("Authorized User's Indemnified Parties") from and against any and all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of Authorized User's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any Supplier employee or subcontractor of Supplier, (ii) breach of any representation, warranty or covenant of Supplier contained herein, (iii) any defect in the Solution, or (iv) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by the Solution or any of the Software or Services. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to the Authorized User against whom the claim has been asserted.

In the event of a Claim pursuant to any actual infringement or misappropriation of any third party's intellectual property rights by the Solution or any of the Software or Services, and in addition to all other obligations of Supplier in this Section, Supplier shall at its expense either (a) procure for all Authorized Users the right to continue use of such infringing Solution, Software or Services, or any component thereof; or (b) replace or modify such infringing Solution, Software or Services, or any component thereof, with non-infringing products or services satisfactory to VITA. And in addition, Supplier shall provide any Authorized User with a comparable temporary replacement Solution or Software or reimburse any Authorized User for the reasonable costs incurred by such Authorized User in obtaining an alternative product in the event such Authorized User cannot use the affected Solution or Software. If Supplier cannot accomplish any of the foregoing within a reasonable time and at commercially reasonable rates, then Supplier shall accept the return of the infringing component of the Software or Services, along with any other components of any products rendered unusable by any Authorized User as a result of the infringing component, and refund the price paid to Supplier for such components. If the infringing Software is an essential component of the Solution, and Supplier fails to remedy the infringement in accordance with the foregoing, Authorized User shall have the right to terminate the applicable order for its Solution, recover all costs paid to Supplier for such Solution, and return all Solution components to Supplier.

If an infringement claim is asserted against any Authorized User's use of any Software, or if the Software Manufacturer believes such a claim is likely to be asserted, and (a) Software Manufacturer does not provide a noninfringing replacement for or modification of the Software or (b) Software Manufacturer does not procure for Authorized User the right to continue using the Software, Supplier may require return of the Software and refund to such Authorized User the applicable fee, prorated for the time such Software was in use by such Authorized User. Supplier shall have thirty (30) days from the date Authorized User was required to return such Software to procure for such Authorized User a replacement product.

Supplier shall be liable for any actual infringement based upon (a) combination of the Software with any product furnished by Supplier hereunder and (b) the modification or configuration of the Software.

EXCEPT WITH REGARD TO CLAIMS FOR PROPERTY DAMAGE, PERSONAL INJURY OR INFRINGEMENT, AND THE INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS, WITH

RESPECT TO EACH OF WHICH LIABILITY SHALL NOT BE LIMITED PURSUANT TO THIS SECTION, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY (OR THE INDEMNIFIED PARTIES OF SUCH PARTY) FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING (WITHOUT LIMITATION) LOSS OF PROFIT, INCOME OR SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, EXCEPT WHEN SUCH DAMAGES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS.

15. SECURITY COMPLIANCE

Supplier agrees to comply with all provisions of the Authorized User's then current security procedures as are pertinent to Supplier's operation and further agrees to comply with all applicable federal, state and local laws. Supplier shall indemnify, defend, and hold Authorized User, its officers, directors, employees and agents harmless from and against any and all fines, penalties (whether criminal or civil), judgments, damages and assessments, including reasonable expenses suffered by, accrued against, or charged to or recoverable from Authorized User, its officers, directors, agents or employees, on account of the failure of Supplier to perform obligations pursuant to this Section.

16. BANKRUPTCY

If Supplier becomes insolvent, takes any step leading to its cessation as a going concern, fails to pay its debts as they become due, or ceases business operations continuously for longer than fifteen (15) business days, then VITA may immediately terminate this Contract on notice to Supplier unless Supplier immediately gives VITA adequate assurance of the future performance of this Contract. If bankruptcy proceedings are commenced with respect to Supplier, and if this Contract has not otherwise terminated, then VITA may suspend all further performance of this Contract until Supplier assumes this Contract and provides adequate assurance of performance thereof or rejects this Contract pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision, it being agreed by the Parties that this is an executory contract. Any such suspension of further performance by VITA pending Supplier's assumption or rejection shall not be a breach of this Contract, and shall not affect VITA's right to pursue or enforce any of its rights under this Contract or otherwise.

17. GENERAL

A. Relationship between VITA and Supplier

Supplier has no authority to contract for VITA or in any way to bind or to commit VITA to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of VITA. Under no circumstances shall Supplier, or any of its employees, hold itself out as or be considered an agent or an employee of VITA, and VITA shall have no duty to provide or maintain any insurance or other employee benefits on behalf of Supplier or its employees. Supplier represents and warrants that it is an independent contractor for purposes of federal, state and local employment taxes and agrees that VITA is not responsible to collect or withhold any federal, state or local employment taxes, including, but not limited to, income tax withholding and social security contributions, for Supplier. Any and all taxes, interest or penalties, including, but not limited to, any federal, state or local withholding or employment taxes, imposed, assessed or levied as a result of this Contract shall be paid or withheld by Supplier or, if assessed against and paid by VITA, shall be reimbursed by Supplier upon demand by VITA.

B. Incorporated Contractual Provisions

The contractual provisions at the following URL are statutorily mandated provisions that are hereby incorporated by reference, including the contractual claims provision §2.2-4363 of the Code of Virginia: http://www.vita.virginia.gov/procurement/documents/terms_05-06sw.pdf

C. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to that body of law controlling choice of law. Any and all litigation shall be brought in the circuit courts of the Commonwealth of Virginia. The English language version of this

Contract prevails when interpreting this Contract. The United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods are expressly disclaimed. UCITA shall apply to this Contract only to the extent required by §59.1-501.15 of the Code of Virginia.

D. Dispute Resolution

In accordance with §2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the public body from whom the relief is sought no later than sixty (60) days after final payment; however, written notice of the Supplier's intention to file such claim must be given to VITA at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. VITA shall render a final decision in writing within thirty (30) days after its receipt of the Supplier's written claim.

The Supplier may not invoke any available administrative procedure under §2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the purchasing agency's decision on the claim, unless that agency fails to render its decision within thirty (30) days. The decision of the purchasing agency shall be final and conclusive unless the Supplier, within six (6) months of the date of the final decision on the claim, invokes appropriate action under §2.2-4364, Code of Virginia or the administrative procedure authorized by §2.2-4365, Code of Virginia.

Upon request from the public body from whom the relief is sought, Supplier agrees to submit any and all contractual disputes arising from this Contract to VITA's alternative dispute resolution (ADR) procedures. Supplier may invoke VITA's ADR procedures at any time and concurrently with any other statutory remedies prescribed by the Code of Virginia.

In the event of any breach by VITA, Supplier's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Supplier's remedies include the right to terminate any license or support services hereunder.

E. Advertising and Use of Proprietary Marks

Supplier shall not use any Authorized User's name or refer to any Authorized User, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of such Authorized User. In no event may Supplier use a proprietary mark without receiving the prior written consent of the Authorized User.

F. Notices

Any notice required or permitted to be given under this Contract shall be in writing and shall be deemed to have been sufficiently given if delivered in person, or if deposited in the US mails, postage prepaid, for mailing by registered, certified mail, or overnight courier service addressed to the addresses shown on the signature page. Either Party may change its address for notice purposes by giving the other Party notice of such change in accordance with this Section.

G. No Waiver

Any failure to enforce any terms of this Contract shall not constitute a waiver.

H. Assignment

This Contract shall be binding upon and shall inure to the benefit of the permitted successors and assigns of each party hereto. Supplier may not assign, subcontract, delegate or otherwise convey this Contract, or any of its rights and obligations hereunder, to any entity without the prior written consent of VITA, and any such attempted assignment or subcontracting without consent shall be void.

Notwithstanding the foregoing, Supplier may assign, subcontract, delegate or otherwise convey the Contract, or any of its rights and obligations hereunder, to any entity without the prior written consent of VITA provided such action results from a merger or acquisition or sale of all or substantially all of Supplier's assets to a third party and provided assignee agrees to be bound by the terms and conditions set forth in the Contract. VITA may assign this Contract to any entity without fee, so long as the assignee agrees in writing to be bound by the all the terms and conditions of this Contract.

If any law limits the right of the Parties to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be thirty (30) days after the Supplier gives VITA prompt written notice of the assignment, signed by authorized representatives of both the Supplier and the assignee. Any payments made prior to receipt of such notification shall not be covered by this assignment.

I. Captions

The captions are for convenience and in no way define, limit or enlarge the scope of this Contract or any of its Sections.

J. Severability

Invalidity of any term of this Contract, in whole or in part, shall not affect the validity of any other term. The Parties further agree that in the event such provision is an essential part of this Contract, they shall immediately begin negotiations for a suitable replacement provision.

K. Survival

The provisions of this Contract regarding Software License, Warranty, Escrow, Confidentiality, Liability and Indemnification, Exhibit D Software Manufacturer's End User Licensing Agreement, and the General Provisions shall survive the expiration or termination of this Contract.

L. Force Majeure

Neither Party shall be responsible for failure to meet its obligations under this Contract if the failure arises from causes beyond the control and without the fault or negligence of the non-performing Party. If any performance date under this Contract is postponed or extended pursuant to this section for longer than thirty (30) calendar days, VITA, by written notice given during the postponement or extension, may terminate Supplier's right to render further performance after the effective date of termination without liability for that termination.

M. Remedies

The remedies set forth in this Contract are intended to be cumulative. In addition to any specific remedy, VITA reserves any and all other remedies that may be available at law or in equity.

N. Right to Audit

All Contractual books, records and other documents related to matters under this Contract shall be made available by Contractor to the State and its designated agents for a period of five (5) years after final payment for purposes of audit and examination. Contractual records are hereby further defined as this Contract and all delivery/purchase orders, invoices or correspondence directly relating to this agreement. VITA reserves the right to conduct any test/inspection it may deem advisable to assure the goods and services conform to the specifications.

O. Offers of Employment

During the first twelve (12) months of the Contract, should Supplier hire an employee of an Authorized User who has substantially worked on any project covered by this Contract without prior written consent, the Supplier shall be billed for 50% of the employee's annual salary in effect at the time of termination.

P. Entire Contract


The following Exhibits, including all subparts thereof, are attached to this Contract and are made a part of this Contract for all purposes:

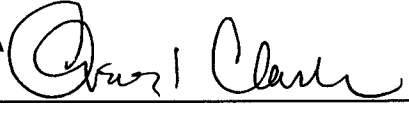
- i). Exhibit A Software Functional Requirements
- ii). Exhibit B Software Product List, Software License Fee, Service Charges and Payment Schedule
- iii). Exhibit C Escrow Agreement
- iv). Exhibit D Software Manufacturer's End User Licensing Agreement (EULA) (for reference only)
- v). Exhibit E Sample Statement of Work (for reference only)

This Contract, its Exhibits, and any prior NDA constitute the entire agreement between the Parties and supersede any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter hereof. This Contract may only be amended by an instrument in writing signed by VITA and Supplier. In the event of a conflict, the following order of precedence shall apply: this Contract document, Exhibit A, Statement(s) of Work issued pursuant to this Contract, Exhibit B, Exhibit C.

VITA and Supplier each acknowledge that it has had the opportunity to review this Contract with its legal counsel.

Executed as of the last date set forth below by the undersigned authorized representatives of the Parties.

Supplier
By: 
(Signature)
Name: Dirk B. Smith
(Print)
Title, Its: Vice President, Contracts
Date: 14 April 2006

VITA
By: 
(Signature)
Name: Cheryl Clark
(Print)
Title, Its: Deputy CIO
Date: 4/19/2006

Address for Notice:
Serco, Inc.
2650 Park Tower Drive, Suite 800
Vienna, Virginia 22180
Attention: Dirk B. Smith

Address for Notice:
Virginia Information Technologies Agency
110 South Seventh St., Suite 135
Richmond, VA 23219
Attention: Contract Administrator

EXHIBIT A
CONTRACT NUMBER VA-060412-SRCO
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
SERCO, Inc.

Exhibit A is hereby incorporated into and made an integral part of Contract Number VA-060412-SRCO ("Contract") between the Virginia Information Technologies Agency ("VITA" or "Commonwealth" or "State") and Serco, Inc. ("Serco" or "Contractor").

In the event of any discrepancy between this Exhibit A and Contract No. VA-060412-SRCO, the provisions of Contract No. VA-060412-SRCO shall control.

1 Requirements/ Statement of Need

1.	(M) CTP must be able to migrate the data from current Commonwealth systems: the Commonwealth Major IT Project Status Report Dashboard, Commonwealth Agency Technology Strategic Planning Application (CATSPA) and VITA IT Portfolio.	Y	See Section 2, line 8.
2.	Describe how data within existing and legacy systems is migrated and incorporated within your system.	N/A	See Section 2, line 9.
3.	Describe the tools and expertise available for integrating your system to existing agency and state-level systems described in these requirements.	N/A	See Section 2, line 10.
4.	Describe how much of your project management solution is required for the portfolio management system to operate effectively.	N/A	See Section 2, line 11.
5.	(M) Vendor must provide other application interfaces: Describe import/export capabilities with respect to all Microsoft products or other Project Management tools such as Primavera, and Excel. Other application interfaces include Oracle (Version 8.1.7 or 9.2.0), XML, Microsoft SQL Server 2000, and PeopleSoft. System interfaces include IBM 2064-1C6, Zos 1.6 in 64 bit, and Unisys Clearpath, OS 2200.	Y	See Section 2, line 12.
6.	(M) The solution must use web services to communicate with external systems.	Y	See Section 2 line 13.
7.	Describe the manner in which the product integrates with the top e-mail and calendar applications such as Outlook, Lotus Notes, etc.	N/A	See Section 2 line 14.
HUMAN SYSTEM INTEGRATION			
8.	(M) The system must be designed as a web-based application that would be accessible through all standard agency desktop and laptop computers and possibly other browser-enabled devices. [Reference: VITA Platform Architecture policy and standard, as stipulated in ITRM Policy PLA 139-01 and ITRM Standard PLA 140-01, which are available from the VITA Website at http://www.vita.virginia.gov/docs/psg.cfm .	Y	See Section 2, line 15.

9.	(M) Vendors' product must install as a 'server-based computing (Thin Client) application. The application must not require (other than a standard browser), the loading of additional software to include applets or plug-ins on any client workstation.	Y	See Section 2, line 16.
10.	Describe what core products are part of the basic product infrastructure.	N/A	See Section 2, line 17.
11.	Describe how much time is required to "manage" the application once it's installed. Describe how much DBA or highly technical personnel time needs to be assigned to manage it.	N/A	See Section 2 line 18.
12.	Describe how many portals are provided as a basic service by your application(s).	N/A	See Section 2, essentially unlimited.
FUNCTIONAL REQUIREMENTS			
COSTS			
13.	(M) Commonwealth Technology Portfolio (CTP) must provide the capability to manage project lifecycle costs.	Y	See Section 2, line 20.
14.	CTP provides an authorized user the capability to view a project's total budget. (<i>Total budget: refers to a total estimate of funds planned to cover a project or specified period.</i>)	Y	See Section 2, line 21.
15.	CTP provides an authorized user the capability to view a project's monthly spending plan. (<i>Monthly spend plan: an intended future course of action by month.</i>)	Y	See Section 2, line 22.
16.	CTP provides an authorized user the capability to view a projects cost recorded in the state general ledger systems, Commonwealth Account and Reporting Systems (CARS). (<i>Project cost: the total cost to provide the business- driven, technology-based product or service. The costs include the hardware, software, services, installation, management, maintenance, support, training, and internal staffing costs planned for the project. Internal staffing costs are the apportioned salaries and benefits of the project team members.</i>)	Y	See Section 2, line 23.
17.	CTP provides an authorized user the capability to view a project's total annual expenditure recorded in CARS. (<i>Total annual expenditure: the sum of all cost [fixed and variable] for a particular item or activity over a specified period.</i>)	Y	See Section 2, line 24.
18.	CTP provides an authorized user the capability to view a project's actual dollars spent. (<i>Actual dollars: Total costs incurred [direct and indirect] in accomplishing work during a given time period.</i>)	Y	See Section 2, line 25.
19.	CTP provides an authorized user the capability to view a project's life cycle costs. (<i>Life cycle cost: the overall estimated cost for a particular object over the time corresponding to the life of the object, including direct and indirect initial costs plus any periodic or continuing costs for operation and maintenance [GAO]).</i>)	Y	See Section 2, line 26.
20.	CTP provides an authorized user the capability to view a proposed project's projected costs. (<i>Projected costs: The total estimated cost to provide the business-driven, technology-based product or service. The costs include the hardware, software, services, installation, management, maintenance, support, training, and internal staffing costs planned for the project. Internal staffing costs are the apportioned salaries and benefits of the project team members.</i>)	Y	See Section 2, line 27.

21.	CTP provides an authorized user the capability to view a project's costs from a dashboard. (<i>Project cost: the total cost to provide the business- driven, technology-based product or service. The costs include the hardware, software, services, installation, management, maintenance, support, training, and internal staffing costs planned for the project. Internal staffing costs are the apportioned salaries and benefits of the project team members.</i>)	Y	See Section 2, line 28.
22.	CTP provides an authorized user the capability to view a project's resource costs (contractor/in-house [classified/temp]). (<i>Resource cost: Something that is ready for use or that can be drawn upon for aid or to take care of a need.</i>)	Y	See Section 2, line 29.
23.	CTP provides an authorized user the capability to view a project's earned value calculations (<i>Earned value [EV]: (1) A method for measuring project performance. It compares the amount of work that was planned with what was actually accomplished to determine if cost and schedule performance is as planned. (2) The budgeted cost of work performed for an activity or group of activities [PMBOK].</i>)	Y	See Section 2, line 30.
24.	CTP provides an authorized user the capability to view a project's earned value calculations as a graphical presentation.	Y	See Section 2, line 31.
25.	CTP provides an authorized user the capability to view a project's training needs cost (<i>Training needs cost: total cost need to train a resource in an application.</i>)	Y	See Section 2, line 32.
26.	CTP provides an authorized user the capability to standardize computation of Net Present Value (NPV), Return on Investment (ROI) and other key metrics.	Y	See Section 2, line 33.
27.	CTP provides an authorized user the capability to evaluate all project-related costs and benefits and assign them to the appropriate business unit, IT division, or cross-business operating group.	Y	See Section 2, line 34.
28.	CTP provides an authorized user the capability to evaluate different scenarios and their cost/benefit implications.	Y	See Section 2, line 35.
29.	CTP provides an authorized user the capability to integrate the budgeting process for allocation of capital and resources.	Y	See Section 2, line 36.
PROJECT RISK MANAGEMENT			
30.	(M) CTP must provide an authorized user the capability to balance project rewards and risks, as well as strategic and tactical considerations in order to attain the optimum portfolio mix.	Y	See Section 2, line 37.
31.	CTP provides an authorized user the capability to view a project's technical risks (issue/description/mitigation plan/ probability of occurrence, and risk ID) (<i>Risk: An uncertain event or condition that, if it occurs, has a positive or negative effect on a project's objectives [PMBOK].</i>)	Y	See Section 2, line 38.
32.	CTP provides an authorized user the capability to view a project's budget risks (issue/description/mitigation plan/ probability of occurrence, and risk ID)	Y	See Section 2, line 39.
33.	CTP provides an authorized user the capability to view a project's organizational risks (issue/description/mitigation plan/ probability of occurrence, and risk ID)	Y	See Section 2, line 40.
34.	CTP provides an authorized user the capability to view a project's schedule risks (issue/description/mitigation plan/ probability of occurrence, and risk ID)	Y	See Section 2, line 41.

35.	CTP provides an authorized user the capability to identify the critical path.	Y	See Section 2, line 42.
36.	CTP provides an authorized user the capability to analyze a project across the key risks areas identified. Generate a weighted project risk score based on probability and potential impact.	Y	See Section 2, line 43.
37.	CTP provides an authorized user the capability to name the project risk or issue, enter a description and track the date the issue occurred or the risk was entered into the system (issue/description/mitigation plan/ probability of occurrence, and risk ID).	Y	See Section 2, line 44.
38.	CTP provides a mitigation field which allows the authorized user to enter more details about the project risk or issue (issue/description/mitigation plan/ probability of occurrence, and risk ID).	Y	See Section 2, line 45.
39.	CTP provides an authorized user the capability to set a date for reviewing the project issue or risk (issue/description/mitigation plan/ probability of occurrence, and risk ID).	Y	See Section 2, line 46.
40.	CTP provides an authorized user the capability to track the owner of a project risk/issue (issue/description/mitigation plan/ probability of occurrence, and risk ID).	Y	See Section 2, line 47.
41.	CTP provides an authorized user the capability to close a project risk/issue by entering a date in a closure field.	Y	See Section 2, line 48.
42.	CTP provides an authorized user the capability to track the author of a project risk/issue (issue/description/mitigation plan/ probability of occurrence, and risk ID).	Y	See Section 2, line 49.
43.	(M) CTP must alert authorized users when a project risk factor is triggered.	Y	See Section 2, line 50.
PROJECT SCHEDULE			
44.	(M) CTP must provide the capability to manage a project's schedule data. (<i>Schedule data: activity sequences, activity durations, and resource requirements that make up a project schedule.</i>)	Y	See Section 2, line 51.
45.	CTP provides an authorized user the capability to view a project's milestone data. (<i>Milestone: a significant event in the project, usually completion of a major deliverable [PMBOK].</i>)	Y	See Section 2, line 52.
46.	CTP provides an authorized user the capability to view a project's schedule data.	Y	See Section 2, line 53.
47.	CTP provides an authorized user the capability to view a project's deviation from the original baseline schedule. (<i>Baseline: the original plan for a project, a work package, or an activity, plus or minus approved changes. Usually used with a modifier, e.g., cost baseline, schedule baseline performance measurement baseline.</i>)	Y	See Section 2, line 54.
48.	CTP provides an authorized user the capability to view a project's phases. (<i>Phase: a deliverable-oriented grouping of project elements that organizes and defines the total scope of the project.</i>)	Y	See Section 2, line 55.
PROJECT FUNDING			
49.	(M) CTP must provide the capability to manage a project's record of dollars applied and funding source at project level.	Y	See Section 2, line 56.

50.	CTP provides an authorized user the capability to view a project's funding from grants (federal). (<i>Funding: a sum of money or other resources set aside for a specific purpose.</i>)	Y	See Section 2, line 57.
51.	CTP provides an authorized user the capability to view a project's funding from General Assembly.	Y	See Section 2, line 58.
52.	CTP provides an authorized user the capability to view a project's funding from federal mandate.	Y	See Section 2, line 59.
53.	CTP provides an authorized user the capability to view a project's chargeable hours for services (cost/recovery). (<i>Chargeable Hours: money that can be charged by VITA to other organizations or agencies for services.</i>)	Y	See Section 2, line 60.
PROJECT RESOURCES			
54.	(M) CTP must provide the capability to manage a project's resources at a project level.	Y	See Section 2, line 61.
55.	CTP provides an authorized user the capability to view a project's resources by agency level (<i>Resource: something that is ready for use or that can be drawn upon for aid or to take care of a need.</i>)	Y	See Section 2, line 62.
56.	CTP provides an authorized user the capability to view a project's resources by skill sets. (<i>Skill sets: a proficiency, facility, or dexterity that is acquired or developed through training or experience.</i>)	Y	See Section 2, line 63.
57.	CTP provides an authorized user the capability to view a project's resource data on a resource template (<i>Resource: something that is ready for use or that can be drawn upon for aid or to take care of a need.</i>)	Y	See Section 2, line 64.
58.	CTP provides an authorized user the capability to view a project's resource allocation (<i>Resource Planning: determining what resources [people, equipment, and materials] are needed in what quantities to perform project activities.</i>)	Y	See Section 2, line 65.
59.	CTP provides an authorized user the capability to conduct project resource forecasting.	Y	See Section 2, line 66.
60.	CTP provides an authorized user the capability to enter and extract time entry data.	Y	See Section 2, line 67.
61.	CTP provides an authorized user the capability to define business units as well as project teams.	Y	See Section 2, line 68.
62.	CTP provides an authorized user the capability to staff projects by searching for resources by name, role, availability, skills and resource pool.	Y	See Section 2, line 69.
PROJECT VALUE			
63.	(M) CTP must provide the capability to manage project value.	Y	See Section 2, line 70.
64.	CTP provides an authorized user the capability to view a project's cost/benefit ratio. (<i>Cost Benefit Analysis (CBA): An evaluation of the costs and benefits of alternative approaches to a proposed activity to determine the best alternative [CCA].</i>)	Y	See Section 2, line 71.
65.	CTP provides an authorized user the capability to view a project's measurement of success (<i>Project Measures of Success: the measurable, business-oriented indicators that will be used to assess progress made in achieving planned project objectives.</i>)	Y	See Section 2, line 72.
66.	CTP provides an authorized user the capability to view whether a project supports Chief Information Officer's (CIO) key objectives.	Y	See Section 2, line 73.
67.	CTP provides an authorized user the capability to view whether a project supports the Secretary's key objectives.	Y	See Section 2, line 74.

68.	CTP provides an authorized user the capability to view whether a project supports the Governor key objectives.	Y	See Section 2, line 75.
69.	CTP provides an authorized user the capability to view whether a project supports the Demographics' key objectives.	Y	See Section 2, line 76.
70.	CTP provides an authorized user the capability to view a project's minimum requirement.	Y	See Section 2, line 77.
71.	CTP provides an authorized user the capability to view a project's demographics.	Y	See Section 2, line 78.
72.	CTP provides an authorized user the capability to view a project's ownership issue (value).	Y	See Section 2, line 79, also through portlets.
73.	(M) CTP must provide an authorized user the capability to correlate major and non-major projects to an agency's strategic goals, critical issues, key customers, and the agency strategic IT vision.	Y	See Section 2, line 80.
PROJECT MANAGER DEVELOPMENT PROGRAM			
74.	(M) CTP must provide the capability to manage project manager qualification standards and records.	Y	See Section 2, line 81.
75.	CTP provides an authorized user the capability to enter data into a project manager candidate's qualification record.	Y	See Section 2, line 82.
76.	CTP provides an authorized user the capability to enter data into a project manager candidate's mandatory training class attendance.	Y	See Section 2, line 83.
77.	CTP provides an authorized user the capability to enter data into a project manager candidate's testing score.	Y	See Section 2, line 84.
78.	CTP provides an authorized user the capability to view a project manager candidate's qualification record.	Y	See Section 2, line 85.
79.	CTP provides an authorized user the capability to view a project manager candidate's mandatory training class attendance.	Y	See Section 2, line 86.
80.	CTP provides an authorized user the capability to view a project manager candidate's testing score.	Y	See Section 2, line 87.
81.	CTP provides an authorized user the capability to approve a project manager candidate's qualification record.	Y	See Section 2, line 88.
82.	CTP provides an authorized user the capability to generate reports detailing project manager qualifications throughout the Commonwealth.	Y	See Section 2, line 89.
83.	CTP provides the capability to alert an authorized user when a project has a project manager who does not meet PM qualifications.	Y	See Section 2, line 90.
OPERATION OF THE PM TOOL SUITE			
84.	(M) CTP must provide the capability to maintain a Project Management tool website.	Y	See Section 2, line 91.
85.	CTP provides an authorized user the capability to manage the system locks.	Y	See Section 2, line 92.
86.	CTP provides an authorized user the capability to open/close time periods or time tracking.	Y	See Section 2, line 93.
87.	CTP provides an authorized user the capability to manage a PM tool website which includes reporting hierarchies, creating new web-based reports, manage, update, and refresh the website.	Y	See Section 2, line 94, through the use of portlets.
88.	CTP provides an authorized user the capability to manage a PM tool enterprise-wide Help Desk which includes first contact for issues and logging/tracking.	Y	See Section 2, line 95.
89.	CTP provides an authorized user the capability to analyze ongoing program operations and recommend modifications of policies and procedures to meet commitments.	Y	See Section 2, line 96.

MAINTAIN PM DOCUMENTATION TO INCLUDE TEMPLATES AND TRAINING MATERIAL			
90.	(M) CTP must provide the capability to create and maintain a PM library for project documentation.	Y	See Section 2, line 97.
91.	CTP provides an authorized user the capability to maintain the PM Tool Standards and Guidelines.	Y	See Section 2, line 98.
92.	CTP provides an authorized user the capability to maintain the PM process documentation within the tool.	Y	See Section 2, line 99.
93.	CTP provides an authorized user the capability to coordinate and deliver PM tool training.	Y	See Section 2, line 100.
94.	CTP provides an authorized user the capability for planning and coordinating the training of staff in designated program activities.	Y	See Section 2, line 101.
95.	CTP provides an authorized user web-based access to required PM templates.	Y	See Section 2, line 102, through the use of portlets and security.
96.	CTP provides an authorized user the capability to create a lessons-learned and best practices library/database that can feed the web-enabled Project Management Information Clearinghouse.	Y	See Section 2, line 103.
97.	CTP provides an authorized user the capability to document change management issues via action logs or issue/change documentation templates.	Y	See Section 2, line 104.
98.	CTP provides the ability to archive project documents and supporting documentation.	Y	See Section 2, line 105.
99.	CTP provides an authorized user the capability to maintain a lessons-learned and best practices library/database that can feed the web-enabled Project Management Information Clearinghouse.	Y	See Section 2, line 106.
100.	CTP provides version control of project documents in the PM library.	Y	See Section 2, line 107.
101.	CTP provides an authorized user the capability to document configuration management issues via action logs or issue/change documentation templates.	Y	See Section 2, line 108.
102.	CTP provides an authorized user the capability to create templates from existing PM library documentation.	Y	See Section 2, line 109.
REPORT GENERATION			
103.	(M) CTP must provide the capability to generate enterprise-wide reports from portfolio and project data sources.	Y	See Section 2, line 110.
104.	CTP provides an authorized user the capability to assist departments in accessing reporting templates needed for report generation.	Y	See Section 2, line 111.
105.	CTP provides an authorized user the capability to assist departments in customizing existing and creating new reports.	Y	See Section 2, line 112.
106.	CTP provides an authorized user the capability to add customized and newly created reports to the specified reporting functionality.	Y	See Section 2, line 113.
107.	CTP provides an authorized user the capability for enterprise-wide reporting coordination.	Y	See Section 2, line 114.
108.	CTP provides an authorized user the capability to maintain liaison with agencies and employees to coordinate departmental programs related to the field of project management.	Y	See Section 2, line 115.

109.	(M) CTP must provide an authorized user the capability to create enterprise-wide reporting methodology to include the Recommended Technology Investment Projects (RTIP) Report, Information Technology Investment Board (ITIB) Quarterly Status Reports, and ITIB defined project portfolio reports.	Y	See Section 2, line 116.
110.	CTP provides an authorized user the capability to perform modeling exercises to determine project impacts due to changes in schedule, scope, priorities or budget	Y	See Section 2, line 117.
111.	CTP provides an authorized user the capability to generate financial reporting including revenue forecasts, work-in-process analysis, and transactional analysis information.	Y	See Section 2, line 118.
112.	CTP provides an authorized user the capability to quickly identify potential cost over-runs and other financial issues.	Y	See Section 2, line 119.
113.	CTP provides an authorized user the capability to select and compare projects using standard data categories in a central repository.	Y	See Section 2, line 120.
114.	CTP provides an authorized user (business analyst) the capability to create read-only queries for response to business questions.	Y	See Section 2, line 121.
QUALITY CONTROL			
115.	(M) CTP must provide quality control of all projects during their life-cycle in the portfolio.	Y	See Section 2, line 122.
116.	CTP provides an authorized user the capability to initiate new projects in the repository (Submit required information to obtain Approved for Planning and Approved for Development).	Y	See Section 2, line 123.
117.	CTP provides an authorized user the capability to close and archive projects in the repository (Submit closeout report, lessons learned, best practices).	Y	See Section 2, line 124.
118.	CTP provides an authorized user the capability to monitor active project audits, Independent Verification and Validation (IV&V) and compliance with Project Management (PM) standard requirements.	Y	See Section 2, line 125.
119.	CTP provides an authorized user the capability to evaluate and approve new projects in the repository.	Y	See Section 2, line 126.
120.	CTP provides an authorized user the capability to approve new projects in the repository.	Y	See Section 2, line 127.
DASHBOARD			
121.	(M) CTP must provide the capability for a dashboard serving as a common framework for agency staff, Secretariats, and oversight committees to update project activity, monitor progress, and assess risks.	Y	See Section 2, line 128.
122.	CTP provides an authorized user the capability to assist departments in accessing reporting templates needed for report generation	Y	See Section 2, line 129.
123.	CTP provides an authorized user the capability to assist departments in customizing existing and creating new reports	Y	See Section 2, line 130.
124.	CTP provides an authorized user the capability to add customized and newly created reports to the specified reporting functionality	Y	See Section 2, line 131.
125.	CTP provides an authorized user the capability to report estimate of execution expenditures and funding to include Internal staff labor, services, software tools, hardware, materials and supplies, facilities, telecommunications, training, contingency (risk) and Independent Verification and Validation (IV&V).	Y	See Section 2, line 132.

126.	CTP provides an authorized user the capability to report estimates of execution expenditures and funding for the duration of the project.	Y	See Section 2, line 133.
127.	CTP provides an authorized user the capability to report unlimited baseline level-1 milestones to include planned, budgeted, and actual (to date) figures with reporting date field.	Y	See Section 2, line 134.
128.	CTP provides an authorized user the capability to report unlimited significant level-2 milestones to include planned, budgeted, and actual (to date) figures with reporting date field.	Y	See Section 2, line 135.
129.	CTP provides an authorized user the capability to retrieve project background identification information and a history of baseline changes.	Y	See Section 2, line 136.
130.	CTP provides an authorized user the capability to report unlimited risk with reporting data field. Risk fields include description, probability of occurrence, and mitigation strategy.	Y	See Section 2, line 137.
131.	CTP provides an authorized user the capability to report and view schedule to include planned, budgeted, and actual figure with reporting date field.	Y	See Section 2, line 138.
132.	CTP provides an authorized user the capability to report and view performance metrics with reporting date field at an agency level.	Y	See Section 2, line 139.
133.	CTP provides an authorized user the capability to support creation of and multi-level review and approval of monthly project status reports.	Y	See Section 2, line 140.
134.	CTP provides an authorized user the capability to support the ability to define user roles/responsibilities.	Y	See Section 2, line 141.
135.	CTP provides an authorized user the capability to support rule-based 'stoplight' status reporting.	Y	See Section 2, line 142.
136.	CTP provides an authorized user the capability to automate performance calculations for Dashboard reviews.	Y	See Section 2, line 143.
137.	Support the existing review of major technology projects above \$1 million. Major IT projects already listed on the current Dashboard shall be moved to the portfolio tool providing review of old status reports, the project background, and change management history.	Y	See Section 2, line 144.
138.	CTP provides an authorized user information on agency (\$100K - \$1 million) non-major IT projects	Y	See Section 2, line 145.
139.	CTP documents project (legislative mandated gates) approvals. Provide support for approval of the project through each phase of the project life cycle as defined in the Commonwealth Project Management (PM) Guideline to include decisions of the relevant Secretariat Oversight Committees and the ITIB for major IT projects.	Y	See Section 2, line 146.
140.	(M) CTP must allow for review of periodic project status reports by Agency Sponsor(s), Secretariat Sponsors, and the Chief Information Officer.	Y	See Section 2, line 147.
141.	CTP provides an authorized user the ability to review expenditure and funding source data as submitted through the project document templates in the format outlined through the Commonwealth Project Management Guideline.	Y	See Section 2, line 148.
142.	CTP provides an authorized user the ability to group projects into programs and to provide current and historical reports on program activity.	Y	See Section 2, line 149.

143.	CTP provides an authorized user the ability to view risk reported on a status report as a risk radar graph, providing cost and schedule information	Y	See Section 2, line 150.
144.	CTP provides an authorized user the ability to review current and historical reports of project activity.	Y	See Section 2, line 151.
145.	CTP provides an authorized user the ability to input and track enterprise architecture reviews of a project before approval and periodically during the project lifecycle execution phase.	Y	See Section 2, line 152.
146.	CTP provides an authorized user the ability to periodically review multi-agency enterprise projects.	Y	See Section 2, line 153.
147.	CTP supports agency business processes and workflow management for developing, reviewing, and approving status reports.	Y	See Section 2, line 154.
148.	(M) CTP must provide a public view of the Dashboard to report performance management information as required by HB 30 4-5.05. The report must provide for each project its historical tracking, cost analysis, performance management, and risk management information.	Y	See Section 2, line 155.
149.	CTP provides longitudinal information on project progress focusing on a single project or by agency.	Y	See Section 2, line 156.
150.	CTP provides an authorized user the capability to create internal agency approval levels for dashboard status reporting.	Y	See Section 2, line 157.
151.	CTP provides an authorized user the capability for online tracking of project review and approval status.	Y	See Section 2, line 158.
PROJECT COMPLEXITY MODELING			
152.	(M) CTP must provide the capability to calculate and determine the level of project complexity.	Y	See Section 2, line 159.
153.	CTP provides an authorized user the capability to determine project reporting templates and requirements as defined by the PM Standard based upon the project complexity score.	Y	See Section 2, line 160.
INDEPENDENT VERIFICATION & VALIDATION (IV&V) ACTIVITIES AND STATUS REPORTS			
154.	(M) CTP must provide the capability to define points in time for IV&V audits to occur during the project lifecycle.	Y	See Section 2, line 161.
155.	CTP provides an authorized user the capability to provide exception reporting for projects that are not in compliance.	Y	See Section 2, line 162.
156.	CTP provides an authorized user the capability to establish relationships between project data and IV&V data and report discrepancies.	Y	See Section 2, line 163.
157.	CTP provides an authorized user the capability to house and manage IV&V templates and documentation.	Y	See Section 2, line 164.
158.	CTP provides an authorized user the capability to house and manage a history and evaluation of IV&V Providers.	Y	See Section 2, line 165.
MAJOR AND NON-MAJOR PROCUREMENTS			
159.	(M) CTP must provide the capability to manage procurements associated with projects.	Y	See Section 2, line 160.
160.	CTP provides an authorized user the capability to identify procurements associated with projects.	Y	See Section 2, line 160.
161.	CTP provides an authorized user the capability to track the procurement approval process and associated documentation.	Y	See Section 2, line 160.
162.	CTP provides an authorized user the capability to generate status reporting for all procurements.	Y	See Section 2, line 160.

163.	CTP provides an authorized user the capability to correlate major and non-major project procurements to an agency's strategic goals, critical issues, key customers, and the agency strategic IT vision.	Y	See Section 2, line 170.
164.	CTP provides an authorized user the capability to evaluate new procurements.	Y	See Section 2, line 171.
165.	CTP provides an authorized user the capability to approve new procurements.	Y	See Section 2, line 172.
WORKFLOW – PROCESS			
166.	(M) CTP must provide the capability for management of workflow processes.	Y	See Section 2, line 173.
167.	CTP provides an authorized user the capability the ability to manage all the characteristics inherent in a process.	Y	See Section 2, line 174.
168.	CTP provides an authorized user the capability to visually control and track the flow of investments such as projects, applications, assets, documents, resources, time sheets, forms and portfolio scenarios.	Y	See Section 2, line 175.
169.	CTP provides best practice process adherence by embedding workflows within project templates.	Y	See Section 2, line 176.
170.	CTP provides the capability for each agency to customize workflow processes appropriate to their agency.	Y	See Section 2, line 177.
171.	CTP supports role-based assignments to automate the selection of appropriate resources to perform action items or receive notification.	Y	See Section 2, line 178.
172.	CTP allows easy creation of workflows and make them available to users throughout the enterprise.	Y	See Section 2, line 179.
173.	CTP supports gate methodologies by enabling a gate review at the end of each phase of a project.	Y	See Section 2, line 180.
174.	CTP supports collaboration with all stakeholders via a workflow approval process.	Y	See Section 2, line 181.
175.	CTP provides an authorized user the capability to monitor project status in a configurable visual workflow.	Y	See Section 2, line 182.
176.	CTP provides an authorized user the capability to view which elements of the business architecture are related to each project.	Y	See Section 2, line 183.
PORTFOLIO MANAGEMENT			
177.	(M) CTP must provide an enterprise view of Commonwealth IT investments (assets and projects) across the investment life-cycle in accordance with Commonwealth project management related policies, standards and guidelines (http://www.vita.virginia.gov/docs/psg.cfm)	Y	See Section 2, line 184.
178.	(M) CTP must incorporate Information Technology Investment Management (ITIM) best practices. Describe how your tool incorporates ITIM best practices.	N/A	See Section 2, line 185.
179.	(M) CTP must provide an authorized user the capability to establish a balanced scorecard methodology providing evaluation and selection criteria.	Y	See Section 2, line 186.
180.	CTP provides an authorized user the capability to create and optimize "what-if" planning scenarios and to chart trends.	Y	See Section 2, line 187.
181.	CTP provides an authorized user the capability to access any portfolio type, comprised of projects, products, strategic plans, and applications with their associated costs and physical assets.	Y	See Section 2, line 188.

182.	CTP provides authorized users flexibility in measuring investment evaluations, through metrics such as benefit, cost, alignment and risk.	Y	See Section 2, line 189.
183.	CTP provides an authorized user an enterprise-wide vehicle for employee engagement.	Y	See Section 2, line 190.
184.	CTP provides an authorized user real-time investment status.	Y	See Section 2, line 191.
185.	CTP provides a standard, customizable, financial return methodology.	Y	See Section 2, line 192.
186.	(M) CTP must provide a standard executive-level dashboard allowing for quick and non-technical report development.	Y	See Section 2, line 193.
187.	CTP provides a mechanism to evaluate different cost and resource scenarios in order to optimize the portfolio against defined constraints.	Y	See Section 2, line 194.
188.	CTP provides a mechanism to map the implications of changes to any assumption, data, or constraints.	Y	See Section 2, line 195.
189.	CTP provides a mechanism for authorized users to continuously reprioritize activities according to changing business and market situations.	Y	See Section 2, line 196.
190.	CTP allows an authorized business user to create their own status and threshold types associated with cost, benefits, schedule and risk.	Y	See Section 2, line 197.
191.	CTP provides an authorized business user a high-level map of investments by budget, grouped according to specific criteria and filters.	Y	See Section 2, line 198.
192.	CTP provides authorized business users the ability to simulate different profiles of cost vs. benefit.	Y	See Section 2, line 199.
193.	CTP provides authorized business users the ability to simulate the effects on resource capacity by selecting different combinations of investments and adjusting their start dates.	Y	See Section 2, line 200.
194.	CTP provides an authorized business user the capability to align IT investments with strategic business goals and objectives.	Y	See Section 2, line 201.
195.	CTP provides an authorized business user the capability to chart IT investment spending patterns and drivers.	Y	See Section 2, line 202.
196.	CTP provides an authorized business user the capability to determine the optimal mix of investments, activities, initiatives, programs needed to achieve a desired output or outcome.	Y	See Section 2, line 203.
197.	CTP provides cross-segment functionality across projects, applications with their associated cost/assets, and strategic plans.	Y	See Section 2, line 204.
198.	CTP enables business users to compare and contrast scenarios and relevant views of projects, applications/assets, programs, or other capabilities, providing critical visibility to determine what should be done and by whom at enterprise level.	Y	See Section 2, line 205.
199.	CTP provides a business user the capability to customize scorecards.	Y	See Section 2, line 206.
200.	CTP provides to the business users in oversight and governance a means to manage the Commonwealth's IT Investment Board's approval gates.	Y	See Section 2, line 207.
201.	CTP provides the capability to create templates for cost benefit methodologies.	Y	See Section 2, line 208.
202.	(M) CTP must alert authorized users when an investment factor is triggered.	Y	See Section 2, line 209.
PORTFOLIO DOCUMENT MANAGEMENT			

203.	(M) CTP must provide the capability to catalog, track and retrieve portfolio documentation.	Y	See Section 2, line 210.
204.	CTP provides an authorized user the capability to store and retrieve documents.	Y	See Section 2, line 211.
205.	CTP provides an authorized user the capability to manage versions.	Y	See Section 2, line 212.
206.	CTP provides an authorized user the capability to publish documents to the Web.	Y	See Section 2, line 213.
207.	CTP provides an authorized user can link electronic documents to an investment, program, project, task or other project objects.	Y	See Section 2, line 214.
208.	CTP provides an environment where documents can either be saved in the database as binary large objects or referenced via file server or web site.	Y	See Section 2, line 215.
209.	CTP provides the ability to upload project documents to or from outside agencies via the Web.	Y	See Section 2, line 216.
210.	CTP provides the ability to download project documents to or from outside agencies via the Web.	Y	See Section 2, line 217.
PORTFOLIO FINANCIAL MANAGEMENT			
211.	(M) CTP must provide the capability to manage portfolio financial information.	Y	See Section 2, line 218.
212.	CTP provides an authorized user the capability to capture expenditures.	Y	See Section 2, line 219.
213.	CTP provides an authorized user the capability to access historic financial information.	Y	See Section 2, line 220.
214.	CTP provides an authorized user the capability to generate a wide range of financial reports.	Y	See Section 2, line 220.
215.	CTP provides an authorized user the capability to provide an accounting of project costs by resources, by period, by year, and by agency.	Y	See Section 2, line 222.
216.	CTP allows transactions from internally-funded projects to be mapped to and allocated across business units and agencies.	Y	See Section 2, line 223.
PORTFOLIO RISK MANAGEMENT			
217.	(M) CTP must provide an authorized user the capability to balance portfolio rewards and risks, as well as strategic and tactical considerations in order to attain the optimum portfolio mix.	Y	See Section 2, line 224.
218.	CTP provides an authorized user the capability to view the portfolio's technical risks (issue/description/mitigation plan/probability of occurrence, and risk ID) (<i>Risk: An uncertain event or condition that, if it occurs, has a positive or negative effect on a project's objectives [PMBOK]</i>).	Y	See Section 2, line 225.
219.	CTP provides an authorized user the capability to view the portfolio's budget risks (issue/description/mitigation plan/probability of occurrence, and risk ID)	Y	See Section 2, line 226.
220.	CTP provides an authorized user the capability to view the portfolio's organizational risks (issue/description/mitigation plan/ probability of occurrence, and risk ID)	Y	See Section 2, line 227.
221.	CTP provides an authorized user the capability to view the portfolio's schedule risks (issue/description/mitigation plan/probability of occurrence, and risk ID)	Y	See Section 2, line 228.

222.	CTP provides an authorized user the capability to analyze the portfolio across the key risk areas identified. Generate a weighted portfolio risk score based on probability and potential impact.	Y	See Section 2, line 229.
223.	CTP provides an authorized user the capability to name the portfolio risk or issue, enter a description and track the date the issue occurred or the risk was entered into the system (issue/description/mitigation plan/ probability of occurrence, and risk ID).	Y	See Section 2, line 230.
224.	CTP provides a mitigation field which allows the authorized user to enter more details about the portfolio risk or issue (issue/description/mitigation plan/ probability of occurrence, and risk ID).	Y	See Section 2, line 231.
225.	CTP provides an authorized user the capability to set a date for reviewing the portfolio issue or risk (issue/description/mitigation plan/ probability of occurrence, and risk ID).	Y	See Section 2, line 232.
226.	CTP provides an authorized user the capability to track the owner of a portfolio risk/issue (issue/description/mitigation plan/ probability of occurrence, and risk ID).	Y	See Section 2, line 233.
227.	CTP provides an authorized user the capability to close a portfolio risk/issue by entering a date in a closure field.	Y	See Section 2, line 234.
228.	CTP provides an authorized user the capability to track the author of a portfolio risk/issue (issue/description/mitigation plan/ probability of occurrence, and risk ID).	Y	See Section 2, line 235.
229.	(M) CTP must alert authorized users when a portfolio risk factor is triggered.	Y	See Section 2, line 236.
PORTFOLIO FUNDING			
230.	(M) CTP must provide the capability to manage portfolio funding.	Y	See Section 2, line 237.
231.	CTP provides an authorized user the capability to view the portfolio's funding from grants (federal). (<i>Funding: a sum of money or other resources set aside for a specific purpose.</i>)	Y	See Section 2, line 238.
232.	CTP provides an authorized user the capability to view the portfolio's funding from General Assembly.	Y	See Section 2, line 239.
233.	CTP provides an authorized user the capability to view the portfolio's funding from federal mandate.	Y	See Section 2, line 240.
234.	CTP provides an authorized user the capability to view the portfolio's chargeable hours for services (cost/recovery). (<i>Chargeable Hours: money that can be charged by VITA to other organizations or agencies for services.</i>)	Y	See Section 2, line 241.
235.	CTP provides an authorized user the capability to view the portfolio's source of funding at project level.	Y	See Section 2, line 242.
236.	CTP provides an authorized user the capability to view the portfolio's record of dollars applied to funding source.	Y	See Section 2, line 243.
PORTFOLIO RESOURCES			
237.	(M) CTP must provide the capability to manage portfolio resources.	Y	See Section 2, line 244.

238.	CTP provides an authorized user the capability to view the portfolio's resources by agency level (<i>Resource: something that is ready for use or that can be drawn upon for aid or to take care of a need.</i>)	Y	See Section 2, line 245.
239.	CTP provides an authorized user the capability to view the portfolio's resources by skill sets. (<i>Skill sets: a proficiency, facility, or dexterity that is acquired or developed through training or experience.</i>)	Y	See Section 2, line 246.
240.	CTP provides an authorized user the capability to view the portfolio's resource data on a resource template (<i>Resource: something that is ready for use or that can be drawn upon for aid or to take care of a need.</i>)	Y	See Section 2, line 247.
241.	CTP provides an authorized user the capability to view the portfolio's resource allocation (<i>Resource Planning: determining what resources [people, equipment, and materials] are needed in what quantities to perform project activities.</i>)	Y	See Section 2, line 248.
242.	CTP provides an authorized user the capability to conduct portfolio resource forecasting.	Y	See Section 2, line 249.
PORTFOLIO VALUE			
243.	(M) CTP must provide the capability to manage portfolio value.	Y	See Section 2, line 250.
244.	CTP provides an authorized user the capability to view a portfolio's cost/benefit ratio. (<i>Cost Benefit Analysis (CBA): An evaluation of the costs and benefits of alternative approaches to a proposed activity to determine the best alternative [CCA].</i>)	Y	See Section 2, line 251.
245.	CTP provides an authorized user the capability to view a portfolio's measurements of success (<i>Project Measures of Success: the measurable, business-oriented indicators that will be used to assess progress made in achieving planned project objectives.</i>)	Y	See Section 2, line 252.
246.	CTP provides an authorized user the capability to view whether the portfolio supports Chief Information Officer's (CIO) key objectives.	Y	See Section 2, line 253.
247.	CTP provides an authorized user the capability to view whether the portfolio supports the Secretary's key objectives.	Y	See Section 2, line 254.
248.	CTP provides an authorized user the capability to view whether the portfolio supports the Governor's key objectives.	Y	See Section 2, line 255.
249.	CTP provides an authorized user the capability to view whether the portfolio supports the Demographics' key objectives.	Y	See Section 2, line 256.
250.	CTP provides an authorized user the capability to view the portfolio's minimum requirements.	Y	See Section 2, line 257.
251.	CTP provides an authorized user the capability to view the portfolio's demographics.	Y	See Section 2, line 258.
252.	CTP provides an authorized user the capability to view the portfolio's ownership issue (value).	Y	See Section 2, line 259.
APPLICATION/ASSET COSTS			
253.	(M) CTP must provide the capability to manage application/asset lifecycle costs. <i>Application: A collections of assets that support one or more business functions</i>	Y	See Section 2, line 260.
254.	CTP provides an authorized user the capability to view an application's total annual expenditure. (<i>Total Annual Expenditure: The sum of all costs (fixed and variable) for a particular item or activity over a specified period.</i>)	Y	See Section 2, line 261.

255.	CTP provides an authorized user the capability to view an application's return on investment <i><u>Return on Investment [ROI]</u>: a figure of merit used to help make capital investment decisions. ROI is calculated by considering the annual benefit divided by the investment amount [GAO].</i>	Y	See Section 2, line 262.
256.	CTP provides an authorized user the capability to view an application's performance measures <i><u>Performance Measurement</u>: the process of developing measurable indicators that can be systematically tracked to assess progress made in achieving predetermined goals and using such indicators to assess progress in achieving these goals [GAO].</i>	Y	See Section 2, line 263.
257.	CTP provides an authorized user the capability to view an application's total cost of ownership.	Y	See Section 2, line 264.
APPLICATION/ASSET RISK			
258.	(M) CTP must provide the capability to view application/asset risks.	Y	See Section 2, line 265.
259.	CTP provides an authorized user the capability to view an application's obsolescence risk (issue/description/mitigation plan/probability of occurrence, and risk ID). <i><u>Risk</u>: an uncertain event or condition that, if it occurs, has a positive or negative effect on a projects objectives [PMBOK]</i>	Y	See Section 2, line 266.
260.	CTP provides an authorized user the capability to view asset licensing risks and their affect on particular application(s). <i><u>Risk</u>: an uncertain event or condition that, if it occurs, has a positive or negative effect on a projects objectives [PMBOK]</i>	Y	See Section 2, line 267.
261.	CTP provides an authorized user the capability to view an application's disaster recovery risk (issue/description/mitigation plan/ probability of occurrence, and risk ID). <i><u>Risk</u>: an uncertain event or condition that, if it occurs, has a positive or negative effect on a projects objectives [PMBOK]</i>	Y	See Section 2, line 268.
262.	CTP facilitates the interplay between risk management and IT asset management. <i><u>Risk</u>: an uncertain event or condition that, if it occurs, has a positive or negative effect on a projects objectives [PMBOK]</i>	Y	See Section 2, line 269.
APPLICATION/ASSET SCHEDULE			
263.	(M) CTP must provide the capability to view an application/assets schedule data. <i><u>Schedule Data</u>: activity sequences, activity durations, and resource requirements that make up a project schedule.)</i>	Y	See Section 2, line 270.
264.	CTP provides an authorized user the capability to view an asset's due diligence schedule.	Y	See Section 2, line 271.
265.	CTP provides an authorized user the capability to view an asset's schedule refresh rates & upgrades. <i><u>Refresh Rate</u>: total number of hardware that needs to be replaced or upgraded in a specific period of time.)</i>	Y	See Section 2, line 272.
266.	CTP provides an authorized user the capability to view an asset's schedule to replacement. <i><u>Schedule to Replacement</u>: a timeline that shows when hardware will need to be replaced or upgraded.)</i>	Y	See Section 2, line 273.
267.	CTP provides an authorized user the capability to view an asset's constraints. <i><u>Refresh rate refresh bid consolidation.</u></i>	Y	See Section 2, line 274.
268.	CTP provides an authorized user the capability to view an asset's surplus. <i><u>Surplus</u>: an amount or a quantity in excess of what is needed.)</i>	Y	See Section 2, line 275.

269.	CTP provides an authorized user the capability to view an asset's disposal. (<i>Disposal: the act or process of getting rid of something.</i>)	Y	See Section 2, line 276.
270.	CTP provides an authorized user the capability to view an asset's S/A agreements.	Y	See Section 2, line 277.
271.	CTP provides an authorized user the capability to view an asset's sunset requirements. (<i>Sunset: a decline or final phase of an asset.</i>)	Y	See Section 2, line 278.
APPLICATION/ASSET RESOURCES			
272.	(M) CTP must provide the capability to view application/asset resources.	Y	See Section 2, line 279.
273.	CTP provides an authorized user the capability to view an application's resources by agency level. (<i>Resource: something that is ready for use or that can be drawn upon for aid or to take care of a need.</i>)	Y	See Section 2, line 280.
274.	CTP provides an authorized user the capability to view an application's skill set requirements. (<i>Skill Sets: a proficiency, facility, or dexterity that is acquired or developed through training or experience.</i>)	Y	See Section 2, line 281.
275.	CTP provides an authorized user the capability to view an asset's resource allocation. (<i>Resource Planning: determining what resources [people, equipment, and materials] are needed in what quantities to perform project activities.</i>)	Y	See Section 2, line 282.
APPLICATION/ASSET FUNDING			
276.	(M) CTP must provide the capability to view application/asset funding.	Y	See Section 2, line 283.
277.	CTP provides an authorized user the capability to view funds applied to an application via grants (fed). (<i>Funding: a sum of money or other resources set aside for a specific purpose.</i>)	Y	See Section 2, line 284.
278.	CTP provides an authorized user the capability to view funds applied to an application via the General Assembly. (<i>Funding: a sum of money or other resources set aside for a specific purpose.</i>)	Y	See Section 2, line 285.
279.	CTP provides an authorized user the capability to view funds applied to an asset via federal mandate. (<i>Funding: a sum of money or other resources set aside for a specific purpose.</i>)	Y	See Section 2, line 286.
280.	CTP provides an authorized user the capability to view an application's chargeable hours for services (cost/recovery). (<i>Chargeable Hours: money that can be charged by VITA to other organizations or agencies for services.</i>)	Y	See Section 2, line 287.
281.	CTP provides an authorized user the capability to view an application's source of funding at the project level. (<i>Funding: a sum of money or other resources set aside for a specific purpose.</i>)	Y	See Section 2, line 288.
APPLICATION/ASSET VALUE			
282.	(M) CTP must provide the capability to view application/asset value.	Y	See Section 2, line 289.
283.	CTP provides an authorized business user the capability to correlate an application with its associated assets to an agency's strategic goals, service areas, objectives, key customers, and the agency strategic IT vision	Y	See Section 2, line 290.
284.	CTP provides an authorized business user the capability to correlate an application with the business architecture that it supports	Y	See Section 2, line 291.

285.	CTP creates the link from assets which are tracked in an asset management system to the different business applications.	Y	See Section 2, line 292.
286.	CTP promotes life cycle asset optimization.	Y	See Section 2, line 293.
MAJOR AND NON-MAJOR PROCUREMENTS WHICH SUPPORT ONGOING MAINTENANCE			
287.	(M) CTP must provide the capability to manage stand-alone procurements supporting ongoing maintenance.	Y	See Section 2, line 294.
288.	CTP provides an authorized user the capability to identify procurements associated with ongoing asset maintenance	Y	See Section 2, line 295.
289.	CTP provides an authorized user the capability to track the procurement approval process and associated documentation	Y	See Section 2, line 296.
290.	CTP provides an authorized user the capability to generate status reporting for all procurements	Y	See Section 2, line 297.
291.	CTP provides an authorized user the capability to correlate major and non-major project procurements to an agency's strategic goals, service areas, business objectives, key customers, and the agency strategic IT vision	Y	See Section 2, line 298.
292.	CTP provides an authorized user the capability to evaluate and approve new procurements	Y	See Section 2, line 299.
AGENCY IT STRATEGIC PLANNING PROCESS			
293.	(M) CTP must provide the capability to manage Commonwealth IT Strategic Planning (ITSP) data.	Y	See Section 2, line 300.
294.	CTP provides an authorized user the capability to capture an agency's IT Strategic Planning (ITSP) Data.	Y	See Section 2, line 301.
295.	CTP provides an authorized user the capability to view an agency's service area, objectives supported, and customers served.	Y	See Section 2, line 302.
296.	CTP provides an authorized user the capability to view correlated major and non-major IT projects and major and non-major IT procurements captured in the project and asset portfolio with an agency's service areas, objectives supported, and customer served.	Y	See Section 2, line 303.
297.	CTP provides an authorized user the capability to generate an agency IT Strategic Plan from the supplied data to include a public view of an agency's IT Strategic Plan for publishing.	Y	See Section 2, line 304.
298.	CTP provides an authorized user the capability to generate ITSP administrative reporting.	Y	See Section 2, line 305.
299.	CTP provides an authorized user the capability to evaluate an agency's IT Strategic Plan.	Y	See Section 2, line 306.
300.	CTP provides an authorized user the capability to view which elements of the business architecture are related to strategic activities.	Y	See Section 2, line 307.
301.	CTP provides the capability to manage controlled change processes for ITSP data approval levels, grouping a collection of adds, deletes, and changes into a single transaction report.	Y	See Section 2, line 308.
PORTFOLIO DEMAND MANAGEMENT			
302.	(M) CTP must provide the capability for portfolio demand management.	Y	See Section 2, line 309.
303.	CTP creates a critical connection between the service and project functions of the IT organization.	Y	See Section 2, line 310.

304.	CTP provides a single view through which all demand can be evaluated and managed, while offering total visibility of resource utilization.	Y	See Section 2, line 311.
305.	CTP provides the means to capture, classify, evaluate, approve and dispose of all sources of this demand, thereby equipping the organization with the means to appropriately prioritize work and allocate resources to the highest-value opportunities.	Y	See Section 2, line 312.
306.	CTP provides an enterprise-wide solution for capturing, cataloging, evaluating and approving product or technology ideas, project requests and early-stage initiatives.	Y	See Section 2, line 313.
307.	CTP captures incidents and service requests from the IT help desk and qualifies them for impact, urgency and priority.	Y	See Section 2, line 314.
308.	CTP captures costs related to this unplanned work, allowing the IT organization to charge-back work to the businesses making requests.	Y	See Section 2, line 315.
309.	CTP provides the interface to the service side of IT, enabling organizations to capture and manage all demand, to gain visibility into the total utilization of their resources, and to understand the overall impact of unplanned work on the IT portfolio.	Y	See Section 2, line 316.
310.	CTP provides detailed cost analysis of incidents and other unplanned work.	Y	See Section 2, line 317.
311.	CTP automatically calculates the cost for the work performed on incidents and other requests based on the resources assigned.	Y	See Section 2, line 318.
312.	CTP consolidates and stores all IT demand in a central repository.	Y	See Section 2, line 319.
313.	CTP prioritizes, requests and schedules actions based on priority, date, contribution, or other metric.	Y	See Section 2, line 320.
314.	CTP configures an unlimited number of demand categories based on your requirements.	Y	See Section 2, line 321.
315.	CTP captures a complete audit trail.	Y	See Section 2, line 322.
PORTFOLIO ENTERPRISE ARCHITECTURE			
316.	(M) CTP must provide the capability for managing Enterprise Architecture information.	Y	See Section 2, line 323.
317.	CTP provides the ability to store, access, and report enterprise architecture related information. This information will be categorized by: Business Architecture, Information Architecture, Solutions Architecture, and Technical Architecture and will include hierarchical models, standards, and other documents.	Y	See Section 2, line 324.
318.	CTP provides the ability to access the enterprise architecture information by artifact (document, data element, etc.), technical category (desktop, server, etc.), and key word search.	Y	See Section 2, line 325.
TECHNICAL REQUIREMENTS			
SYSTEM REQUIREMENTS			

319.	Describe your system architecture. Include a diagram indicating each component's location with respect either a two-tiered architecture, or three-tier architecture. A three-tier is preferable.	N/A	See Section 6.2 and Section 2, line 326.
320.	Describe how security across the firewall, and with users on different sides of the firewall, is handled. Include a port and protocol traceability matrix that shows the firewall ports that are required to be opened, the protocols on each opened port, and port/protocol timing.	N/A	See Section 6.2, Section 2 line 327.
321.	Describe the networking, hardware, software, and operating systems your product supports. Please be very specific; include version numbers. To the maximum extent possible, please cross-reference this information with the requirements of the VITA Platform Architecture policy and standard, stipulated in the VITA Platform Architecture policy and standard, as stipulated in ITRM Policy PLA 139-01 and ITRM Standard PLA 140-01, which are available from the VITA Website at: http://www.vita.virginia.gov/docs/psg.cfm	N/A	See Section 6.2 and the Technical Specifications in the Appendix F, Section 2, line 328.
322.	Which browsers are supported? What browser version? Please indicate the relationship of the supported browser to the ITRM Standard PLA 140-01.	N/A	IE 5.5 and IE 6, See Appendix F for Technical Specifications and Section 2, line 329.
323.	Describe how the system validates information to ensure data integrity. For example, describe how data integrity is ensured through the prevention of compromise through: <ul style="list-style-type: none"> • Human errors when data is entered • Errors that occur when data is transmitted from one <u>computer</u> to another • Software <u>bugs</u> or <u>viruses</u> • Hardware malfunctions, such as disk <u>crashes</u> • Natural disasters, such as fires and floods 	N/A	See Section 2, line 330.
324.	Describe how content/data access can be enabled or disabled for specific user groups. If content/data access is accomplished via data tagging, describe the tagging structure, and processes required for tag initiation and management.	N/A	See Section 2, line 331 and the Cyber-Security User Guide in Appendix E.
325.	Describe overall security system, including how various security levels are established.	N/A	See Section 2, line 332.
326.	(M) The system must support Windows authentication and access protocols.	Y	See Section 2, line 333.
327.	(M) The system must comply with the VITA Password Usage Policy for Web interfacing applications.	Y	See Section 2, line 334.
328.	Please describe the method of access control integrated into the system/application, such as Role Based Access Control (RBAC). Describe the process required to initiate and change access tables and/or mechanisms, and describe the change management processes and controls for these processes.	N/A	See Section 2, line 335.
329.	(M) The system must permit data to be available inside/outside firewalls (with proper security and authorization).	Y	See Section 2, line 336.
330.	The system should grant access to individual modules based on role privileges.	Y	See Section 2, line 337.

331.	(M) The system must prevent unauthorized registrations.	Y	See Section 2, line 338 and the Cyber Security Users Guide in the Appendix E.
332.	(M) The system must provide an audit trail linking the user or administrators to all transactions involving create, update, and delete activities with the database.	Y	See Section 2, line 339.
333.	(M) The system must have the capability to restrict views and data access by administrator, manager, users, etc.	Y	See Section 2, line 340.
334.	The system should comply with the Commonwealth's Information Technology Security standards (COV ITRM Standard SEC2001-01.1) and COV ITRM Guideline SEC2001-01.1. Both documents are available on the VITA Website at: http://www.vita.virginia.gov/docs/psg.cfm .	Y	See Section 2, line 341.
335.	(M) The awarded vendor and designated VITA staff will submit an Architectural Security Review for approval prior to contract signing.	Y	See Section 2, line 342.
336.	(M) If the application resides at VITA, the Operating System will be setup by VITA with a hardened OS similar to the recommendations on Website: http://www.cisecurity.org/ and the Vendors application must have the ability to run in this environment.	Y	See Section 2, line 343.
337.	(M) The system must allow administrators for one database/instance the capability to manage their individual data.	Y	See Section 2, line 344.
SUPPORT REQUIREMENTS			
338.	Describe what support services and options exist.	N/A	See Section 2, line 345.
339.	Describe response times that exist within the levels of support for the application.	N/A	See Section 2, line 346.
340.	Describe your formal service escalation and problem resolution procedures.	N/A	See Section 2, line 347.
341.	Provide a description of ongoing software and hardware support options available including software modifications and upgrades. Indicate any licensing constraints and risks. Describe the testing methodologies and processes associated with upgrade and modification activities.	N/A	See Section 2, line 348.
342.	Describe how you provide information regarding outstanding problems, fixes, modifications and improvements to the customer and if they are publicized on a regular basis.	N/A	See Section 2, line 349.
343.	Describe your product major release and revision schedule. Include how releases and revisions are tested, distributed, and installed.	N/A	See Section 2, line 350.
344.	Describe your company's procedure for handling and resolving bug fixes, patch releases, etc.	N/A	See Section 2, line 351.
345.	Describe what release is being proposed in this response. Include when this release will be generally available.	N/A	See Section 2, line 352.
346.	Provide the number of releases planned for the next 3-5 years.	N/A	See Section 2, line 353.
TECHNICAL IMPLEMENTATION			
347.	Describe how issues and schedule changes are tracked, communicated, and resolved with the State.	N/A	See Section 2, line 354.
348.	Describe how knowledge transfer from your firm to the State is managed and implemented.	N/A	See Section 2, line 355.

349.	Describe the types of resources for which the application provides scheduling, assignment, conflict checking, and cost tracking.	N/A	See Section 2, line 356.
350.	(M) This will be a Commonwealth enterprise application. The application must be able to be partitioned for each agency's individual portfolio data according to the RFP Requirements yet is able to roll up information to be reported as an enterprise.	Y	See Section 2, line 357.
351.	<p>(M) System Implementations and Setup Options for Vendors:</p> <p>a. Vendor may provide hosting service as an Application Service Provider (ASP) at their location. Please describe the implementation plan, and provide the associate cost with this option in the cost section.</p> <p>b. System setup and Implementation will be at VITA. The Commonwealth will setup hardware, software, and licenses (Operating System, CTP, and database). <u>Using this option the vendor provides resources to guide and assist the Commonwealth in CTP implementation, customization, and setup of the CTP software. The vendor provides training to VITA staff and provides knowledge transfer of configurations and support documentation to trained VITA personnel.</u></p> <p>Application support must meet VITA platform architecture of Oracle or SQL Server as expressed in the Platform Architecture policy and standard referenced ITRM Policy PLA 139-01 and ITRM Standard PLA 140-01, which are available from the VITA Website at www.vita.virginia.gov.</p> <p>Options for application support may be provided by the vendor or through knowledge transfer to the VITA.</p>	Y	See Section 2, line 358 Option B.
352.	(M) Vendor must submit a "user training plan" that is optioned for levels of training, with costs and training schedules. "Train the trainer" at system administrator level is the minimum training required.	Y	See Section 6, training costs are included in the proposal.

2 Requirements References

Line Number	Reference or Documentation
1	No vendor items other than hardware and software as specified is expected to be required.
2	Serco will follow the procedures in accordance with Appendix B, Commonwealth Project Management Guideline dated 9, April 2003. Refer to section 5.0 Phase 1 deliverables. The project plan is listed as a deliverable.
3	See Section 5.3
4	Customer enhancements to the application are submitted to ProSight. These enhancements will be assigned a tracking number and entered into our enhancement portfolio. Enhancements are assigned a priority by the requesting party. ProSight will make every effort to include enhancements in future releases. A review of the product roadmap is conducted annually with customers to ensure their needs continue to be met.
5	See Section 6.0.
6	ProSight's portfolio application is also used by organizations to manage other integrated IT portfolios and non-IT portfolios. These include business area like: internal audit, security, strategic planning, and asset management. Contract and vendor management, facilities and application portfolio management. ProSight also offers an Application Rationalization module for inventorying, assessing, consolidating, and evaluating IT Applications as assets.
7	ProSight Portfolios is a COTS application. All requested capabilities are configurable in the application, although Serco has proposed a separate website implementation to handle the PM Tool files. Configuration of the tool and implementation of business rules can be done easily using Wizards by a business analyst.
8	Data can easily be migrated through the use of data transforms, the Portfolios API, ODBC, Web Services, XML, and CSV files.
9	See response to 8 above.
10	See response to 8 above for the tools and methods of data integration. ProSight Portfolios has an open API, a bridge to MS Project, and has successfully integrated with Metis, Primavera, and other COTS applications. The team is well experienced in constructing data transforms (gateways) and automating the transfer of data between systems.
11	Because ProSight is based on an open web design and database, we can use any third party project management application with our portfolio solution. ProSight does not provide a Project Management module but utilizes MS Project or other third party applications as needed.
12	ProSight maintains a Gold Certified Partner relationship with Microsoft. Out of the box integration is provided with MS Office, SharePoint, and Enterprise Project Management products. Integration with Oracle and SQL databases and PeopleSoft applications are routine activities in the implementation of an effective portfolio management process. Data can also be imported and exported as described above in line 8.
13	ProSight Portfolios uses Web Services to communicate with external systems as needed.
14	ProSight operates with any mail application including task and action items features using an open framework. See Section 5.4 for architectural diagrams.
15	ProSight Portfolios is a web-based solution requiring only a standard browser, IE 5.5 with patches or IE 6.0 with SP1. See Appendix for technical specifications and client specifications. No plug-ins or additional software is needed on the client side.
16	See response to 15 above and refer to Appendix for technical specifications.
17	See Appendix for technical specifications and architectural diagrams in Section 5.4.

- 18 ProSight Portfolios requires only a part-time technical staff to manage and support it. Portfolios largest customers at the VA and US Dept. of Army, and Department of the Treasury have less than 1 FTE dedicated to routine DBA and System Administration needs. Because the application runs in a standard environment, it can be added to existing back-up and maintenance processes within the organization.
- 19 The application does not have a limit on the number of portals (web portlets) that can be defined.
- 20 Lifecycle costs can be created, maintained and evaluated in the application.
- 21 Project total budgets can be viewed using the built in Scorecard capability.
- 22 Project monthly spending plans can be viewed using the built in Scorecard capability.
- 23 To provide greater flexibility, this capability can be delivered via both data integration and web portlet capabilities.
- 24 See response to 23 above.
- 25 See response to 23 above.
- 26 See response to 23 above.
- 27 See response to 23 above.
- 28 See response to 23 above.
- 29 See response to 23 above.
- 30 The application supports various methods of calculating and displaying earned value calculations. A Wizard is available to assist users in deriving their own custom calculations using Javascript if desired.
- 31 Forms, Scorecards, Investor Maps, and dashboards are available to display a variety of project data including earned value calculations.
- 32 See response to 31 above.
- 33 See response to 30 above.
- 34 See response to 30 above.
- 35 See response to 30 above, also the Scorecards and Investor Maps permit a user to perform "what-if" scenarios and evaluations.
- 36 See response to 35 above.
- 37 Portfolios provides Forms, Scorecards, and Investor Maps to aggregate data and perform analyses of data. This will include measurements of Risk.
- 38 See response to 37 above.
- 39 See response to 37 above.
- 40 See response to 37 above.
- 41 See response to 37 above.
- 42 See response to 37 above, web portlets can also be used to embed an external application if necessary in a Portfolios Form.
- 43 See response to 37 above, web portlets can also be used to embed an external application if necessary in a Portfolios Form.
- 44 See response to 37 above, web portlets can also be used to embed an external application if necessary in a Portfolios Form. Categories (data fields) can easily be manipulated through the use of a Wizard permitting calculations to be performed in Javascript.
- 45 Portfolios provides Forms, Scorecards, and Investor Maps to aggregate data and perform analyses of data. This will include measurements of Risk.
- 46 Portfolios provides Forms, Scorecards, and Investor Maps to aggregate data and perform analyses of data. This will include measurements of Risk.
- 47 Portfolios provides Forms, Scorecards, and Investor Maps to aggregate data and perform analyses of data. Tracking of tasks, project owners, and other items can be done in Portfolios Workbooks as well.
- 48 See item 37 and 47 above.
- 49 See item 37 and 47 above.
- 50 See item 37 and 47 above.
- 51 Portfolios manages this through lifecycles, Forms, Workbook, and a link to Microsoft Project.
- 52 See item 51 above.

- 53 See item 51 above.
- 54 See item 51 above.
- 55 See item 51 above.
- 56 Portfolios manages this through the use of Forms and Scorecards.
- 57 Portfolios manages this through the use of Forms and Scorecards.
- 58 Portfolios manages this through the use of Forms and Scorecards.
- 59 Portfolios manages this through the use of Forms and Scorecards.
- 60 Portfolios manages this through the use of Forms and Scorecards.
- 61 Portfolios manages this through it's link to Microsoft Project , Portfolios Forms, Workbook, and Scorecards.
- 62 Portfolios manages this by using query based portfolios and a hierarchical nested portfolio structure.
- 63 Portfolios manages this through it's link to Microsoft Project , Portfolios Forms, Workbook, and Scorecards and ProSight's Resource Manager.
- 64 Portfolios manages this through it's link to Microsoft Project , Portfolios Forms, Workbook, and Scorecards and ProSight's Resource Manager.
- 65 Portfolios manages this through it's link to Microsoft Project , Portfolios Forms, Workbook, and Scorecards and ProSight's Resource Manager.
- 66 Portfolios manages this through it's link to Microsoft Project , Portfolios Forms, Workbook, and Scorecards and ProSight's Resource Manager.
- 67 Portfolios manages this through it's link to Microsoft Project , Portfolios Forms, Workbook, and Scorecards and ProSight's Resource Manager.
- 68 Portfolios manages this through it's link to Microsoft Project , Portfolios Forms, Workbook, and Scorecards and ProSight's Resource Manager.
- 69 Portfolios manages this through it's link to Microsoft Project , Portfolios Forms, Workbook, and Scorecards and ProSight's Resource Manager.
- 70 Portfolios manages this through Portfolios Forms, Workbook, and Scorecards.
- 71 See item 71 above.
- 72 See item 71 above.
- 73 See item 71 above.
- 74 See item 71 above.
- 75 See item 71 above.
- 76 See item 71 above.
- 77 See item 71 above.
- 78 See item 71 above.
- 79 See item 71 above.
- 80 See item 71 above and also using Investor Maps.
- 81 Portfolios manages this through Portfolios Forms, Workbook, and Scorecards.
- 82 Portfolios manages this through Portfolios Forms, Workbook, and Scorecards.
- 83 Portfolios manages this through Portfolios Forms, Workbook, and Scorecards.
- 84 Portfolios manages this through Portfolios Forms, Workbook, and Scorecards.
- 85 Portfolios manages this through Portfolios Forms, Workbook, and Scorecards.
- 86 Portfolios manages this through Portfolios Forms, Workbook, and Scorecards.
- 87 Portfolios manages this through Portfolios Forms, Workbook, and Scorecards.
- 88 Portfolios manages this through Portfolios Forms, Workbook, and Scorecards and query based portfolios.
- 89 Portfolios manages this through Portfolios Forms, Workbook, and Scorecards.
- 90 Portfolios manages this through Portfolios Forms, Workbook, and Scorecards and query based portfolios.
- 91 Portfolios manages this using web portlets. A separately developed website may also be used to provide storage and file uploads and accessed through Portfolios web portlets.
- 92 Security is managed through a role based hierarchical structure with varying levels of permissions granted to groups and individuals. See the Appendix for the CyberSecurity Guide.
- 93 Portfolios manages this through Resource Manager, Forms, Scorecards, and query

based portfolios, including security levels.

94 See 91 above.

95 See 93 above.

96 See 93 above.

97 Portfolios handles this through the My Portfolios tool, Forms, and Workbooks.

98 See 97 above.

99 See 97 above.

100 See 93 above.

101 See 93 above.

102 Portfolios manages this through the use of web portlets and Forms.

103 See 97 above.

104 Portfolios handles this through the use of Forms, Workbooks, and query based portfolios.

105 See 97 above.

106 See 97 above.

107 See 97 above.

108 See 104 above.

109 See 97 above.

110 ProSight also supports many industry reporting tools that may already be used within the organization including SQL Reports, Crystal Reports, SAS, etc. The Forms and Scorecards module also provides custom reporting and can easily be configured by a Business Analyst with no programming.

111 See 110 above.

112 See 110 above.

113 See 110 above.

114 See 110 above.

115 Portfolios is a collaborative tool allowing emailing of documents and tasks to authorized users and the formatting of reports and Forms into Word and Excel documents. Graphics can be output into PowerPoint or stored as PNG files. Using these tools and the contact lists built into the Workbook feature VITA employees can maintain contact with other agencies and users to coordinate programs and projects.

116 The reports mentioned can be easily created in the Forms module of Portfolios and reports provided to authorized users or output into a common format for distribution (Word, Excel).

117 Portfolios provides analytic facilities through Scorecards and Investor Maps to do budget changes, "what-if" scenarios, and view overall portfolio changes when schedule, priorities, budget or other factors are changed.

118 See 117 above.

119 Portfolios manages costs and financial data using Forms and Scorecards.

120 See line 117 above.

121 Portfolios manages this using Forms, Scorecards, query-based portfolios and security features.

122 Portfolios provides the ability to track quality using Forms and Scorecards.

123 Security features govern instantiation of new projects. Forms are used to enter new information.

124 Security features also govern the closeout of projects.

125 Project features are monitored by Forms and Scorecards.

126 See line 125 above and query based portfolios.

127 See line 123 above.

128 Portfolios provides the capability of creating Dashboards using Wizards.

129 Portfolios provides reporting capabilities through Forms and Scorecards, these can be used as templates.

130 See line 129 above.

131 See line 130 above.

132 Portfolios manages these using Forms, Scorecards, the link to MS Project and the ProSight Resource Manager.

133 Portfolios manages these reports using Forms and Scorecards.
134 See line 133 above.
135 See line 133 above.
136 See line 132 above.
137 See line 133 above.
138 Portfolios manages these using Forms, Scorecards, and the link to MS Project.
139 Portfolios manages these using Forms, Scorecards, and query based portfolios.
140 See line 139 above.
141 ProSight Portfolios provides extensive hierarchical role based security.
142 See line 139 above.
143 Portfolios provides a Wizard to perform data calculations in categories which are
used in Scorecards and Dashboards.
144 See line 139 above.
145 See line 139 above.
146 Portfolios manages project approvals, phases, and lifecycles using Forms, Scorecards,
and Workbooks.
147 See line 133 above.
148 See line 133 above.
149 See line 133 above. Portfolios has the ability to group projects into various portfolios
of portfolios and provide reports.
150 See line 133 above.
151 See line 133 above.
152 See line 133 above.
153 See line 133 above.
154 See line 133 above and using My Portfolios.
155 Portfolios provides a facility to export Dashboards, Forms, and Scorecards as
graphics, Word documents and Excel spreadsheets. These can be published as web
documents or emailed.
156 See 133 above and the link to MS Project.
157 See 133 above and the use of query based portfolios.
158 See line 157 above.
159 Portfolios manages project complexity calculations using Category data calculations,
Forms, and Scorecards. Aggregate calculations can also be performed.
160 See line 133 above.
161 See line 133 above and using Workbooks.
162 See line 133 above.
163 See line 133 above.
164 See line 133 above.
165 See line 133 above and My Portfolios.
166 Procurements can be managed using Forms and Scorecards.
167 See line 166 above.
168 See line 149 above.
169 See line 149 above.
170 See line 149 above and using My Portfolios and query based portfolios.
171 See line 166 above.
172 See line 170 above.
173 Workflow processes are modeled in the My Portfolios feature.
174 See line 173 above.
175 Portfolios manages the flow of investments using Forms, Scorecards and Investor
Maps providing a visual depiction of the status and progress.
176 Workflows are embedded into projects through the use of the My Portfolios feature.
177 See line 176 above.
178 Portfolios manages role based assignments using the PRM and role based security.
179 See line 176.
180 See line 170.
181 See line 170.

182 See line 175.
183 See line 175.
184 ProSight Portfolios manages portfolios of investments (projects and assets) throughout their entire lifecycle from initiation through retirement. Through My Portfolios and lifecycle management, users can easily define and manage their own lifecycles implementing the appropriate policies and standards.
185 ProSight manages investments throughout the select, control and evaluate process. The company provides a playbook of industry best practices to enable organizations to leverage the experiences of our other customers and research to improve and grow the level of maturity within the ITIM framework. There are over 100 organizations using this framework in our Government industry group.
186 ProSight Portfolios supports the balanced scorecard methodology by defining key evaluation and selection criteria as categories and displaying those categories in scorecards for reporting.
187 Investor Maps are at the "strategic heart" of the ProSight application and help companies focus on choosing the right technology investments to satisfy corporate goals. Investor Maps support "What if" scenario planning to determine the optimal portfolio mixes. The user interacts with the Map settings targets and goals and defining constraints.
188 ProSight Portfolios defines a portfolio as a collection of related investments such as projects, products, applications or strategic plans. Metrics can be defined uniquely for each investment type or can be measured consistently across the portfolio.
189 ProSight Categories are defined to capture any data element or metric such as benefit, cost, alignment and risk information. These categories are then used to support analysis and investment evaluations.
190
191 ProSight Portfolios is a dynamic, web-based application and provides real-time investment information.
192 ProSight Fast Track Playbooks are pre-configured applications that address specific business needs such as IT Project Portfolio Management. The Playbook incorporates best practices and industry standards that an organization can leverage to jump start that portfolio management implementation. The Playbook includes several predefined analytics and methodologies such as investment value and financial return that can be leveraged as is or configured as needed.
193 ProSight Portfolios provides several different interactive graphical visualizations to support decision-making at various levels of the organization. Through intuitive wizards, users can easily create Investor Maps, Scorecards, Dashboards and Forms to present them with the performance metrics and projects/portfolios they are monitoring and managing.
194 ProSight Optimize generates an optimal portfolio based on user defined constraints, such as resource and cost, and goals, such as priority and strategic alignment. Users can also perform what-if analysis and scenario analysis through the Scorecards and Investor Maps.
195 Performing what-if analysis, users can quickly identify how changes to one investment will impact others and the overall portfolio.
196 ProSight supports the ongoing process of choosing and executing investments. Projects can be prioritize at inception and throughout it's lifecycle.
197 ProSight Categories can be defined to display data and color indicators based on predefined business rules. If a user has the appropriate permissions, they can create categories with their business rules and thresholds.
198 All investments managed in ProSight can be visually displayed by specific criteria in Investor Maps, Scorecards and Forms. All reporting methods allow the user to define how the investments are grouped as well as what metrics to display.
199 ProSight Optimize automatically generates one or multiple scenarios based on user defined goals and constraints. Multiple scenarios can be generated for comparison such as cost vs. benefit or strategy vs. risk.

200 ProSight provides what-if analysis and scenario simulation through various means. Whether using Optimize, Investor Maps, or PRM users can perform resource capacity planning identifying the optimal portfolio based on resource and scheduling constraints.

201 ProSight captures and manages strategic objectives and goals so that users can then evaluate and align their investments against those goals. Based on the information entered ProSight can automatically calculate an alignment score based on pre-defined business rules.

202 ProSight provides intuitive trend, distribution and scatter graphs that visually depict historical trending and patterns.

203 ProSight Optimize systematically generates the optimal portfolio based on the user-defined goals and constraints.

204 ProSight can manage multiple portfolios across domains such as projects, applications and products. Metrics can be measured across all areas or be specific to one domain. For example, cost and strategic alignment may be consistently evaluated across all domains while application age would be specific to application investments.

205 Portfolio optimization can be performed at any level of the organization. A single portfolio, such as the project portfolio, can be optimized based on resource constraints. While the overall portfolio may be optimized based on budget constraints for the fiscal year. ProSight was designed to provide enterprise visibility of all investments while still allowing the user to drill down for additional detail.

206 ProSight Scorecards are created through intuitive wizards allowing the business user to easily modify or create new views.

207 ProSight automates and establishes governance processes throughout the organization. Approval gates, review criteria and approvals are captured and managed in ProSight allowing both the requestor and the approver to track the status of a pending investment.

208 ProSight's Fast Track Playbook provides templates for cost benefit analysis and modeling.

209 ProSight can be configured to auto-generate emails based on user-defined events.

210 ProSight provides document management capabilities allowing a user to easily store and retrieve pertinent investment information directly in the ProSight repository.

211 Documents stored in the ProSight repository are secured and can only be accessed by users with the appropriate privileges.

212 Multiple versions of a document can be stored and managed in ProSight.

213 ProSight provides portal capability allowing a user to easily publish documents to the web.

214 Documents can be stored directly in the ProSight repository or can be linked or referenced.

215 ProSight Links allow a user to store urls, link to external files or upload documents into the ProSight repository.

216 ProSight is a 100% web-based application accessible from any desktop. Users simply enter the url and a valid username and password to gain access to the application.

217 ProSight is a 100% web-based application accessible from any desktop. Users simply enter the url and a valid username and password to gain access to the application.

218 ProSight Categories are defined to capture financial information such as cost and benefit information for multi-year planning and analysis. Financial calculations such as ROI and Payback Period are also provided.

219 ProSight Categories are defined to capture expenditures.

220 ProSight automatically keeps a historical record or audit trail of all data elements and investments. A user with the appropriate permissions can access the historical financial information for an investment or portfolio.

221 Scorecards and Forms are created through intuitive wizards and support a wide range of financial reporting needs.

222 ProSight Categories are defined to capture project cost information by resources, period, year and agency.

- 223 Portfolios maps transactions across business units and agencies using query based portfolios, Scorecards, aggregated data categories, and Forms.
- 224 Investor Maps support "What if" scenario planning to determine the optimal portfolio mixes. The user interacts with the Map settings targets and goals and defining constraints. The user can visualize how decisions on individual investments will affect the overall portfolio. For example, a budget target can be set and the portfolio aligned through what-if planning to determine an appropriate portfolio mix to meet the budget target.
- 225 ProSight facilitates the process of defining risk: the assessment and affect of various risk elements such as business or technical risk on investments, probability of success, risk of not pursuing an investment and ongoing risks. Risks and associated information such as issues, description, mitigation plan, responsible party and resolution date are captured at the project level and can be aggregated at the portfolio level.
- 226 ProSight Categories are defined to capture budget risks and associated information such as issues, description, mitigation plan, probability of occurrence and risk ID. This information can be aggregated and reviewed to determine the overall risk of the portfolio being over/under budget.
- 227 ProSight Categories are defined to capture organizational risks and associated information such as issues, description, mitigation plan, probability of occurrence and risk ID.
- 228 ProSight Categories are defined to capture schedule risks and associated information such as issues, description, mitigation plan, probability of occurrence and risk ID. Schedule risk can be a factor of the overall Health.
- 229 ProSight facilitates the process of defining risk and the assessment and affect of those risk elements on investments. Once the risk criteria are defined (i.e. budget, organizational, technology), risk can then be evaluated in a number of ways such as on a scale of low, medium, high or a numerical scale ranging from 1 to 5, for example. Each investment is then assessed against each risk category to determine an overall risk factor or score.
- 230 A ProSight Form can display all risk measures allowing a user to easily create and update risks. The status of the risk is maintained historically providing an audit trail of past risks and issues and their resolutions.
- 231 A ProSight Category would be defined as a text field to capture a mitigation plan or other pertinent data.
- 232 A ProSight Category can be defined to capture review and resolution dates of risks.
- 233 A ProSight Category can be defined to capture the risk or issue owner.
- 234 A ProSight Category can be defined to capture a closure date. This value being populated will then close the risk/issue.
- 235 A ProSight Category can be defined to capture risk/issue owner/author.
- 236 ProSight can be configured to auto-notify a user when a portfolio risk factor is triggered.
- 237 ProSight manages portfolio funding information through Categories.
- 238 ProSight Categories can manage funds that are applied to an application from grants.
- 239 ProSight Categories can manage funds that are applied to an application via the General Assembly.
- 240 ProSight Categories can manage funds that are applied to an application via federal mandate.
- 241 ProSight Categories are defined to capture chargeable hours that can be charged to other organizations or agencies.
- 242 ProSight captures funding information at the project level or portfolio level.
- 243 Funding source information can be aggregated and viewed at the portfolio level.
- 244 Resources are defined and managed through ProSight Categories. Resources are managed at both the portfolio and project level.
- 245 Resources can be defined by job role, skill set or agency. Resources can be requested and allocated at the agency level allowing users to perform capacity planning across

- all agencies.
- 246 Resources can be defined by skill set. Users can request a resource by skill set and
compare demand against capacity to identify high demand skill sets and possible
shortages.
- 247 All resource types, capacity and demand at a project and portfolio level can be viewed
through a Form or Scorecard template.
- 248 Using either a Form or Scorecard report, users can review the overall capacity of all
resource types and the demand and allocation by project or portfolio.
- 249 Resource capacity as well as demand and allocation are all managed within ProSight
allowing a user to forecast future needs and identify possible shortfalls. Users can
prioritize projects and review project timelines and allocate resources accordingly.
- 250 ProSight Fast Track PPM Playbook provides an investment value measurement
model which factors in financials, strategy and risk. This model is designed to be
tailored to an organization's specific criteria.
- 251 ProSight Categories are defined to capture cost and benefit information. This data
can then be calculated to determine cost/benefit ratio, NPV, ROI or any other
financial measure.
- 252 ProSight Categories are defined to capture project success measures. Categories can
be defined to automatically calculate success based on user-defined business rules and
display color indicators based on predefined thresholds.
- 253 ProSight Categories are defined to capture strategic objectives. Projects and
portfolios are measured against these objectives to determine how well they align to
each objective and an overall alignment score. Investor Maps allow a user to easily
identify the number or percentage of projects or portfolios that support each objective
and the strength of that support.
- 254 Strategic objectives are defined through categories and projects and portfolios can
then be measured and assessed against those objectives.
- 255 Objectives can be defined at multiple levels allowing a portfolio to be assessed and
measured against both Secretary and Governor's key objectives.
- 256 Objectives can be defined at multiple levels allowing a portfolio to be assessed and
measured against multiple business objectives.
- 257 Portfolios can be measured against multiple criteria to identify minimum
requirements.
- 258 ProSight Categories are defined to capture demographic information.
- 259 ProSight Categories are defined to calculate and determine a portfolios value or
ownership issue.
- 260 ProSight manages portfolios of items. Items can be defined as any investment such as
projects, applications and assets. All pertinent information such as lifecycle costs are
managed through Categories.
- 261 ProSight Categories are defined to capture application cost information. Cost
breakdown and timeframe are user-defined.
- 262 ProSight Fast Track PPM Playbook provides financial models and calculations such
as ROI and cost benefit analysis to allow an organization to quickly apply financial
measures in their prioritization and decision-making process.
- 263 ProSight Fast Track Application Rationalization Playbook provides a process and
methodology for rationalizing a portfolio of applications. Applications are
inventoried and evaluated based on value, contribution and performance measures
along with several other criteria.
- 264 All application costs are captured through Categories allowing an organization to
assess the total cost of ownership by application and for the overall portfolio.
- 265 ProSight Categories are defined to capture application risks.
- 266 ProSight Categories are defined to capture risks associated with an application. The
type of risk, mitigation plan and probability of occurrence as well as other
information are captured.
- 267 ProSight Categories are defined to capture licensing risks.
- 268 ProSight Categories are defined to capture disaster recovery risk.

269 ProSight manages information about applications tying together risk management
with IT asset management.

270 Lifecycle information about applications are managed through ProSight Workbooks.

271 An asset's due diligence schedule is managed and reviewed through ProSight
Workbooks

272 ProSight Categories are defined to capture asset maintenance information such as
refresh rates and upgrades.

273 Asset replacement schedules are managed through ProSight Workbooks.

274 Asset constraints are managed through ProSight Categories.

275 Surplus information is managed through ProSight Categories.

276 ProSight manages an asset through it's entire lifecycle from inception through
retirement or disposal.

277 Asset S/A agreements are managed through ProSight Categories.

278 ProSight manages an asset through it's entire lifecycle and manages the process of
sunsetting or decommissioning an asset.

279 Resource information for an application or asset are managed through ProSight
Categories.

280 Applications are aggregated and grouped into portfolios. Portfolios can be defined by
agency level.

281 ProSight manages the required skills and resources for an application.

282 Resource planned, forecast and actual utilization are managed through ProSight by
application and portfolio. Users can perform resource planning based on demand
and capacity available.

283 Funding status for applications are managed through ProSight Categories.

284 ProSight Categories can manage funds that are applied to an application via grants.

285 ProSight Categories can manage funds that are applied to an application via the
General Assembly.

286 ProSight Categories can manage funds that are applied to an application via federal
mandate.

287 ProSight can manage an application's chargeable hours for service.

288 An application's source of funding managed by a project can be tracked through
Categories.

289 Value can be a user inputted value or calculated based on user-defined business rules
factoring in several criteria such as cost, risk, alignment and business contribution.

290 Applications can be evaluated against strategic goals, service areas, objectives,
customers and agency strategic IT vision. This information can be visually displayed
through Scorecards and Investor Maps to identify the overall distribution and
balance of the portfolio.

291 ProSight allows a user to correlate an application to the business architecture that it
supports.

292 ProSight integrates to third party applications such as asset management systems
allowing pertinent asset information to be evaluated and managed in conjunction with
the application.

293 ProSight supports the process of maximizing the value of the portfolio. Assets and
managed throughout their lifecycle and are continually evaluated in order to optimize
the overall portfolio.

294 ProSight manages applications and assets as well as any related investments.

295 Procurements associated with ongoing asset maintenance are managed in ProSight.
Through dependencies, users can quickly identify the impact of one item to another.

296 ProSight automates and manages user-defined business, governance and approval
processes. Related documentation can be stored directly in the ProSight repository.

297 Status reporting for all procurements are managed through ProSight Categories.

298 Major and non-major project procurements are managed as items and can be
assessed against strategic goals, service areas, business objectives and any other user-
defined metrics.

299 ProSight supports the approval process of new procurements managing the

evaluation criteria, the review and approval.

300 Commonwealth IT Strategic Planning data is managed through ProSight Categories.

301 Agency's IT Strategic Planning data is managed through ProSight Categories.

302 ProSight Categories are defined to capture all pertinent application information such as service area, objectives and customers.

303 ProSight Portfolios provides governance and portfolio management for all types of investments including projects and assets. Multiple portfolios of different investment types can be managed and correlated to eachother as necessary.

304 Strategic plans are managed in ProSight.

305 Strategic planning reports can be generated using Forms, Scorecards and Investor Maps as well as Dashboards.

306 Strategic plans are managed in ProSight.

307 All assets and applications can be aligned and measured against strategic activities to identify overall contribution and impact.

308 Portfolios provides a complete audit log of all changes to the application by date, time, and user, including the change made.

309 ProSight provides demand management from capture through approval and evaluation of demand against the current portfolio.

310 ProSight provides portfolio management for all IT spend including projects, assets and applications.

311 ProSight manages all new demand as well as existing demand of the current portfolio. Users can review all demand against current capacity and utilization.

312 ProSight supports the process of capturing new demand, prioritizing and evaluating and ultimately making a decision of action. Demand can be approved based on value and capacity.

313 Through ProSight Forms, users can easily submit new ideas and requests. These ideas can be evaluated to determine whether or not it will progress to the next stage of the process.

314 ProSight provides integration to Help Desk applications. Incident and service request information can be aggregated and reviewed to determine impact, urgency and priority.

315 ProSight Categories can be defined at a high level for early stages of investment evaluation. Costs associated with concept and business case development can be captured allowing the IT organization to charge-back work to the businesses making requests.

316 ProSight provides a framework to manage all demand, provide visibility across all activities in the portfolio and their resource demand and to understand the overall impact of new demand against the portfolio.

317 All activities are managed in ProSight allowing costs associated with those activities to be aggregated at the portfolio level.

318 ProSight Categories are defined to capture resource information including costs.

319 ProSight manages all IT demand by capturing all new requests through intuitive web-based forms.

320 ProSight provides a prioritization model which prioritizes all new requests against the existing portfolio based on metrics such as risk, value, cost, schedule, duration and any other user-defined metric.

321 ProSight can be configured with any number of categories to meet the organization's requirements.

322 ProSight tracks all changes to data and keeps an historical record of all changes.

323 **PORTFOLIO ENTERPRISE ARCHITECTURE**

324 Enterprise architecture information is managed in ProSight through Categories.

325 Enterprise architecture information is managed in ProSight. Applications can be evaluated and measured against architecture standards to determine application fit and compliance. In addition to the robust capabilities in the ProSight Application, data and processes can also leverage these via document management and enterprise architecture tools that may already be used in the organization.

326 See Section 5.4, the architecture is a three tiered model.
 327 ProSight Portfolios utilizes the Microsoft Distributed Transaction Coordinator (MSDTC) to communicate with the ProSight Portfolios database. MSDTC requires that a range of ports is configured bi-directional in order to work properly. In some cases restrictions on the firewall will cause MSDTC to fail in its communication from the Portfolios application server to the Database server. By default MSDTC uses any number of ports at random. MSDTC provides a way of configuring the range of ports that are used so that a firewall can be configured to use a range of ports instead of opening them all.

The following ports are required for operation:

Source	Destination	Service
ProSight application server	SQL Server	SQL UDP Port 1434 SQL TCP Port 1433 TCP and UDP Ports 135 A Range of Ports for MSDTC
SQL Server	ProSight application server	SQL UDP Port 1434 SQL TCP Port 1433 TCP and UDP Ports 135 A Range of Ports for MSDTC

The range of Ports is configurable but you must provide enough ports to ensure connections to the SQL Database will be maintained.

328 See Section 6.2 and the Technical Specifications in the Appendix F. The use of
 Microsoft architecture is in accordance with the strategic recommendations of the
 ITRM Standard PLA 140-01.
 329 See Section 6.2, and the Technical Specifications in the Appendix, supported browsers
 are IE 5.5 with patches and IE 6 with SP1. The use of IE is in accordance with the
 strategic recommendations of the ITRM Standard PLA 140-01.
 330 System integrity is maintained through bounds and constraints placed upon the data
 entry fields, and system error checking included as part of the business rule definition
 (must be configured by the business analyst). The application relies upon standard
 AV tools to be used in the network and the use of error checking protocols (IP,
 networking protocols) to govern against system to system errors. Serco recommends
 that frequent backups be made of data and industry best practices on data archiving,
 storage, and off-site storage be followed. A COOP plan can be developed if VITA
 does not currently have one in place.
 331 ProSight Portfolios has extensive role based security features. Security can be set by
 groups, groups of groups, or on an individual data item. A wizard like interface is
 used to define groups, users, and set security accordingly. Each category in Portfolios
 has a security feature that allows discrete security controls.
 332 Security levels are established by the administrators and authorized users. The
 application supports an almost infinite number of security levels.
 333 As Portfolios is a .NET structured application it supports all Windows authentication
 and access protocols.
 334 ProSight Portfolios supports strong password authentication and SSL to satisfy the
 VITA Password Usage Policy. See also Appendix on CyberSecurity Guide.
 335 See Appendix E on CyberSecurity Guide.
 336 See also Appendix E on CyberSecurity Guide and answers to 327.
 337 See Appendix E on CyberSecurity Guide.
 338 See Appendix E on CyberSecurity Guide.
 339 A full audit trail is provided (must enabled), also see Appendix E on CyberSecurity
 Guide.

- 340 See answer to 331.
- 341 Portfolios complies with the standards in security set forth by VITA and is has been certified for use within the Defense Intelligence Agency on their secure network.
- 342 Upon contract award Serco will work with the designated VITA staff to prepare and submit an Architectural Security Review for approval.
- 343 Serco anticipates that the application and servers will reside at VITA and anticipates no issues with a hardened operating system.
- 344 SQL Server allows for partitioning users of data to manage only their individual data.
- 345 See Appendix G, detailed in the ProSight Standard Software Licenses Agreements in the Addendum A Section 1.4
- 346 Detailed in the ProSight Standard Software Licenses Agreements in the Appendix G
- 347 Detailed in the ProSight Standard Software Licenses Agreements in the Appendix G
- 348 All ProSight customers' current on Maintenance (Appendix G) will receive all software upgrades. All releases are tested internally and at client Beta Sites prior to release.
- 349 All enhancements are detailed in the ProSight release notes for each new version. In addition, new enhancements are published on the ProSight user forum and reviewed during the quarterly (Government Sector) user group forum and roadmap sessions.
- 350 ProSight publishes its roadmap and release schedule for all customers. Currently the plans include annual major releases and incremental releases as need for infrastructure compliance. All releases are tested internally by ProSight and then by clients through the Beta testing program.
- 351 ProSight releases as needed bug fixes or patches for a specific client situation. All such releases are rolled into the next release of the application.
- 352 The current commercial release version 5.3 is being proposed. Version 6.0 is currently in Alpha Review and may be generally available by the proposed implementation date based on the schedule provided in the RFP.
- 353 Historically ProSight has released 1 major release every 12-16 months.
- 354 All customer software issues are tracked in the ProSight help desk system. A summary of all open items are distributed weekly to each ACCOUNT TEAM FOR proper escalation and management.
- 355 See Section 6. The initial implementation includes the initial training and knowledge transfer needed to insure a successful implementation at VITA. ProSight promotes ongoing knowledge transfer via the quarterly Government User group, the Annual User Summit and ongoing ProSight and partner sponsored web forums.
- 356 The resource types are configurable and will be set to match those needed by the State as part of the implementation.
- 357 Portfolios security permits partitioning for agency individual views and will roll up aggregate data for a consolidated report. The facilities of query based portfolios and the use of Portfolios of Portfolios are used here.
- 358 b. See Section 6 of Serco Proposal

3 Technical Specification and Recommended Configurations

SERVER: Microsoft Windows Server 2003 server and database platform for the installation of the Portfolios application server. A dedicated server is recommended.

Recommend Xeon Dual Processor 2.4 GHz server class machine: -2 Gig RAM -512K Cache -120 MB available disk space for ProSight Portfolios installation. -Database size according to scale of installation.

SERVER OPERATING Microsoft Windows Server 2003 SP1 with critical updates SYSTEM AND UTILITIES IIS 6.0 (5.2.3790.0)
ASP.NET
.NET Framework 1.1 SP1 (1.1.4322.2032)
MSDTC 5.2.3790.130 (Installed with Windows 2003)

MTS 5.2.3790.0

CLIENT OPERATING SYSTEMS AND UTILITIES

Microsoft Windows 98 SE Microsoft Windows 2000 Professional SP4 Microsoft Windows XP SP1 and SP2

CLIENT UTILITIES:

Microsoft Java Virtual Machine 5.00.3810, 5.00.3809, or 5.00.3805 or Sun Java Virtual Machine 1.4.2 or Sun J2SE(TM) 5.0

BROWSERS: IE 5.5 SP2 or IE 6.0 SP1 with fix 812989

MICROSOFT OFFICE: Microsoft Office 2000 SR3 OR Microsoft Office 2003 SP1

MINIMUM CLIENT: Pentium III, 366 MHz or higher 256 MB RAM

DATABASES

Supported on Microsoft Windows Server 2003 SP1: SQL Server 2000 SP4 Standard and Enterprise Editions -Oracle 9i Release 2 Standard and Enterprise Editions (with Oracle patch 9.2.0.5 Installed) - OraMTS 9.2.0.4.2 -ODP.NET 9.2.0.401 -Oracle 10g (10.1.02) with Oracle 9i client (9.2.05)

NOTE: If the server and database are on different machines, then client version of the database must be installed on the server that has ProSight Portfolios on it.

**MICROSOFT
PROJECT
SERVER
INTEGRATION
(OPTIONAL)**

Microsoft Project Professional 2003 SP1

Microsoft Project Server 2003 SP1

Analysis services should be installed on the database server of ProSight Portfolios (SQL server component, requires additional license).

**PROSIGHT
RESOURCE
MANAGER
INTEGRATION
(OPTIONAL)**

Microsoft Project Professional 2003 SP1

Microsoft Project Server 2003 SP1

For Portfolio Analyzer and Resource Availability views, the following are required:
For read-only mode, Microsoft Office Web Components (OWC) 2003 running - on Windows 2000 with Service Pack 3 or later.

In addition, to use Office Web Components in full interactive mode to create - Portfolio Analyzer views, a valid end user license for a Microsoft Office 2003 Edition, Project Professional 2003, or any Microsoft Office System program is needed. ProSight Resource Manager does not support Windows 98 SE clients.

EXHIBIT B
CONTRACT NUMBER VA-060412-SERC
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
SERCO, Inc.

Exhibit B is hereby incorporated into and made an integral part of Contract Number VA-060412-SERC ("Contract") between the Virginia Information Technologies Agency ("VITA" or "Commonwealth" or "State") and Serco, Inc. ("Serco" or "Contractor").

In the event of any discrepancy between this Exhibit B and Contract No. VA-060412-SERC, the provisions of Contract No. VA-060412-SERC shall control.

AUTHORIZED SCHEDULE PRICELIST

Part Number	Product Category	Product Description	Catalog Price
Table 1	Platform & Full-use License Bundles	Bundles consist of a ProSight Portfolios Server and indicated number of user licenses	
PRST-BNDL-25	Bundles -ProSight Portfolios Server and Full-use Licenses	Bundles - ProSight Portfolios Server and 25 Full-use License Seats	\$64,587.60
PRST-BNDL-50	Bundles -ProSight Portfolios Server and Full-use Licenses	Bundles - ProSight Portfolios Server and 50 Full-use License Seats	\$88,704.00
PRST-BNDL-100	Bundles -ProSight Portfolios Server and Full-use Licenses	Bundles - ProSight Portfolios Server and 100 Full-use License Seats	\$135,828.00
PRST-BNDL-250	Bundles -ProSight Portfolios Server and Full-use Licenses	Bundles - ProSight Portfolios Server and 250 Full-use License Seats	\$270,732.00
PRST-BNDL-500	Bundles -ProSight Portfolios Server and Full-use Licenses	Bundles - ProSight Portfolios Server and 500 Full-use License Seats	\$477,246.00
Table 1 Notes:			
1. In most cases, these bundles will be the foundation of the lowest cost configuration.			
2. Add additional user licenses ("seats") to the bundle using Table 3			
3. This price allows installation of the ProSight Portfolios application <i>for production use</i> on one Server only. Customer may also install a <i>development</i> server instance.			
Table 2	Add-ons and Full-use Licenses Bundles when purchased on same P.O. as Table 1 Bundle	Bundles consist of the specified Add-on and indicated number of user licenses	
PRST-FTPPM-ADD-25	Bundles Add-ons - FT PPM	Bundles Add-ons -ProSight Fast Track for Project Portfolio Management (PPM) 25 Full-use License Seats	\$10,513.13
PRST-FTPPM-ADD-50	Bundles Add-ons - FT PPM	Bundles Add-ons -ProSight Fast Track for Project Portfolio Management (PPM) 50 Full-use License Seats	\$15,592.50
PRST-FTPPM-ADD-100	Bundles Add-ons - FT PPM	Bundles Add-ons -ProSight Fast Track for Project Portfolio Management (PPM) 100 Full-use License Seats	\$21,262.50
PRST-FTPPM-ADD-250	Bundles Add-ons - FT PPM	Bundles Add-ons -ProSight Fast Track for Project Portfolio Management (PPM) 250 Full-use License Seats	\$23,152.50

Part Number	Product Category	Product Description	Catalog Price
PRST-FTPPM-ADD-500	Bundles Add-ons - FT PPM	Bundles Add-ons - ProSight Fast Track for Project Portfolio Management (PPM) 500 Full-use License Seats	\$36,658.13
PRST-FTAR-ADD-25	Bundles Add-ons - FT AR	Bundles Add-ons - ProSight Fast Track for Application Rationalization (AR) 25 Full-use License Seats	\$10,513.13
PRST-FTAR-ADD-50	Bundles Add-ons - FT AR	Bundles Add-ons - ProSight Fast Track for Application Rationalization (AR) 50 Full-use License Seats	\$15,592.50
PRST-FTAR-ADD-100	Bundles Add-ons - FT AR	Bundles Add-ons - ProSight Fast Track for Application Rationalization (AR) 100 Full-use License Seats	\$21,262.50
PRST-FTAR-ADD-250	Bundles Add-ons - FT AR	Bundles Add-ons - ProSight Fast Track for Application Rationalization (AR) 250 Full-use License Seats	\$23,152.50
PRST-FTAR-ADD-500	Bundles Add-ons - FT AR	Bundles Add-ons - ProSight Fast Track for Application Rationalization (AR) 500 Full-use License Seats	\$36,658.13
PRST-BRG-SVR-ADD	Bundle Add-ons - Bridge (1 Server)	Bundles Add-ons - Bridge - 1 Server	\$10,237.50
PRST-BRG-SVR2-ADD	Bundle Add-ons - Bridge (2+ Servers)	Bundle Add-ons - Bridge - 2+ Servers	\$20,475.00
PRST-OPT-ADD	Bundle Add-ons - Optimize	Bundle Add-ons - Optimize - 5 Pack	\$20,553.75
Table 2 Notes:			
1. Bundle add-on prices apply ONLY with add-on is ordered on the same P.O. as Table 1 bundle.			
2. "Total Seats" refers to the number of user licenses in the accompanying bundle, plus any additional user licenses the customer may already own and intends to use with the add-on.			
3. "FT PPM" = ProSight Portfolios Fast Track for Project Portfolio Management			
4. "FT AR" = ProSight Portfolios Fast Track for Application Rationalization			
5. "Bridge" = ProSight Portfolios Bridge for Microsoft Project Server 2003			
6. Bridge pricing is based on the number of MS Project Servers that will be connected to the Portfolios Server via the Bridge.			

Part Number	Product Category	Product Description	Catalog Price
Table 3	ProSight Portfolios Full Named User Licenses (Portfolios Server License(s) NOT Included)	Quantity	
PRST-USR-9	ProSight Portfolios Full Named User License	ProSight User Licenses – 1-9 users (price per user)	
PRST-USR-49	ProSight Portfolios Full Named User License	ProSight User Licenses - 10-49 users (price per user)	\$1,222.57
PRST-USR-99	ProSight Portfolios Full Named User License	ProSight User Licenses - 50-99 users (price per user)	\$1,100.69
PRST-USR-249	ProSight Portfolios Full Named User License	ProSight User Licenses - 100-249 users (price per user)	\$1,039.37
PRST-USR-499	ProSight Portfolios Full Named User License	ProSight User Licenses - 250-499 users (price per user)	\$978.05
PRST-USR-500	ProSight Portfolios Full Named User License	ProSight User Licenses - 500+ users (price per user)	\$916.73
Table 3 Notes:			
1. Customer may purchase user licenses at these prices at any time; purchasing a bundle is not necessary.			
2. The quantity discount is determined by the total number of user licenses on a single order, including user licenses that are part of a bundle.			
3. Example: Customer wants to purchase a 50-seat bundle and 25 additional user licenses. Customer may purchase the 25 additional licenses at the 75-seat price because it is on the same order.			
Table 4	ProSight Portfolios Server Licenses (ProSight Portfolios Full Named User License(s) NOT included)	Quantity	
PRST-SVR	ProSight Portfolios Server License	ProSight Portfolios Server Licenses - Initial Server	\$43,890.00
PRST-SVR-ADD	ProSight Portfolios ADDITIONAL Server License	ProSight Portfolios Server Licenses - EACH ADDITIONAL Server	\$9,240.00
Table 4 Notes:			
1. This price allows installation of the ProSight Portfolios application <i>for production use</i> on one Server only. Customer may also install a <i>development</i> server instance.			
2. Generally, new installations will save by buying a bundle described in Table 1.			
3. Additional Server licenses <i>for production use</i> may be purchased as specified for each additional Server.			

Part Number	Product Category	Product Description	Catalog Price
Table 5	Fast Track Add-on and Full-use Licenses Bundles (when NOT purchased on same P.O. as Table 1 Bundle)	Bundles consist of the specified ProSight Fast Track and indicated number of user licenses	
PRST-FTRK-PPM-25	ProSight Portfolios Fast Track	ProSight Portfolios Fast Track for Project Portfolio Management (PPM) with 10-25 Users	\$10,505.25
PRST-FTRK-PPM-100	ProSight Portfolios Fast Track	ProSight Portfolios Fast Track Project Portfolio Management (PPM) with 26-100 Users	\$15,624.00
PRST-FTRK-PPM-250	ProSight Portfolios Fast Track	ProSight Portfolios Fast Track Project Portfolio Management (PPM) with 101-250 Users	\$23,388.75
PRST-FTRK-PPM-500	ProSight Portfolios Fast Track	ProSight Portfolios Fast Track Project Portfolio Management (PPM) with 251-500 Users	\$31,185.00
PRST-FTRK-PPM-1000	ProSight Portfolios Fast Track	ProSight Portfolios Fast Track Project Portfolio Management (PPM) with 501+ Users	\$46,683.00
PRST-FTRK-AR-25	ProSight Portfolios Fast Track	ProSight Portfolios Fast Track for Application Rationalization (AR) with 10-25 Users	\$10,505.25
PRST-FTRK-AR-100	ProSight Portfolios Fast Track	ProSight Portfolios Fast Track for Application Rationalization (AR) with 26-100 Users	\$15,624.00
PRST-FTRK-AR-250	ProSight Portfolios Fast Track	ProSight Portfolios Fast Track for Application Rationalization (AR) with 101-250 Full Named Users	\$23,388.75
PRST-FTRK-AR-500	ProSight Portfolios Fast Track	ProSight Portfolios Fast Track for Application Rationalization (AR) with 251-500 Full Named Users	\$31,185.00
PRST-FTRK-AR-1000	ProSight Portfolios Fast Track	ProSight Portfolios Fast Track for Application Rationalization (AR) with 501+ Users	\$46,683.00
Table 5 Notes:			
1. The price of either Fast Track for PPM or Fast Track for AR is determined by the number of users for the Fast Track.			
2. This price permits the installation of the Fast Track product on <i>one</i> production Portfolios server only.			
3. A specific Statement of Work (SoW) is required to implement a ProSight Fast Track.			
Table 6	Fast Track Add-on	Budget Year and Seats	
PRST-FTRK-CB07-75	ProSight Fast Track for CPIC Budgeting BY 2007 (FT CB)	ProSight Fast Track for CPIC Budgeting BY 2007 (FT CB) - 10-75 Total Seats	\$50,421.00
PRST-FTRK-CB07-76	ProSight Fast Track for CPIC Budgeting BY 2007 (FT CB)	ProSight Fast Track for CPIC Budgeting BY 2007 (FT CB) - 76+ Total Seats	\$101,871.00

PRST-FTRK-FPC07-75	ProSight Fast Track for FISMA and Privacy Compliance BY 2007 (FT CB)	ProSight Fast Track for FISMA and Privacy Compliance BY 2007 (FT CB) - 10-75 Total Seats	\$50,421.00
PRST-FTRK-FPC07-76	ProSight Fast Track for FISMA and Privacy Compliance BY 2007 (FT CB)	ProSight Fast Track for FISMA and Privacy Compliance BY 2007 (FT CB) - 76+ Total Seats	\$101,871.00
Table 6 Notes:			
1. The price of either Fast Track CB or Fast FPC is determined by the number of users for the Fast Track solution.			
2. These prices permit the installation of the Fast Track product on <i>one</i> production Portfolios server only.			
3. Fast Track CB and Fast Track FPC are offered for a specified Budget Year. They must be repurchased for each designated budget year. They include periodic updates throughout the designated budget year as OMB guidance changes.			
4. Fast Track CB includes Portfolios configuration and XML export utility.			
5. Fast Track FPC includes Portfolios configuration and distributed submission utility.			
6. The purchase of a ProSight Fast Track does not eliminate the scope or cost of Professional Services for the initial engagement. A SoW is required to implement a ProSight Fast Track.			
7. All purchases of Fast Track for CPIC Budgeting and Fast Track for FISMA and Privacy Compliance also require a separate Professional Services engagement.			
Table 7	Bridge Add-ons	Number of Connected MS Project Servers	
PRST-BRIDGE	ProSight Portfolios MS Project Bridge	ProSight Portfolios MS Project Server 2003 Bridge - One MS Project Server Connected	\$12,558.00
PRST-BRIDGE-2	ProSight Portfolios Bridge for MS Project Server 2003	ProSight Portfolios Bridge for MS Project Server 2003 - Two or more MS Project Servers Connected	\$25,116.00
Table 7 Note: The Bridge for Microsoft Project Server 2003 also requires a separate Professional Services engagement for installation and testing.			
Table 8	Optimize Add-on	Number of Users	
PRST-OPT-5	ProSight Portfolios Optimize	ProSight Portfolios Optimize - OPTIMIZE 5 User Pack	\$18,837.00
PRST-OPT-ADD	ProSight Portfolios Optimize	ProSight Portfolios Optimize - OPTIMIZE Add-on User	\$3,767.40
Table 8 Notes:			
1. The minimum purchase of Optimize is one 5-user Pack.			
2. The cost of Optimize is discounted when ordered with a bundle (see Table 2).			
3. The 5 User Pack includes 5 Full Named User Optimize licenses and initial training.			
4. The number of Optimize licenses may not exceed the number of Portfolios user licenses.			
Table 9	ProSight Resource Manager (PRM) Add-on	Number of Users	
PRST-PRM-99	ProSight Resource Manager (PRM)	ProSight Resource Manager (PRM) - 1-99 Licenses - price per license	\$147.95
PRST-PRM-499	ProSight Resource Manager (PRM)	ProSight Resource Manager (PRM) - 100-499 Licenses - price per license	\$133.62
PRST-PRM-500	ProSight Resource Manager (PRM)	ProSight Resource Manager (PRM) - 500+ Licenses - price per license	\$119.31

Table 9			
Notes:			
1. ProSight Resource Manager licenses include time tracking, resource management and roadmap functionality.			
2. Discount level is based on the number of PRM licenses sold only. No additional discounts are possible because of OEM content.			
3. ProSight Resource Manager requires MS Project Server be installed as a platform for PRM installation.			
4. The number of PRM licenses sold per installation MUST match the number of MS Project Server CALs installed.			
Table 10	ProSight Resource Manager (PRM) Bridge	Number of Instances	
PRST-PRM-Bridge	ProSight Resource Manager (PRM) Bridge	PRM Bridge connects one ProSight Portfolios Server to a single instance of PRM running on Microsoft Project Server	\$8400.00
Table 11	Maintenance	Product	
PRST-MNTC	ProSight Software Maintenance	ProSight Portfolios Annual Maintenance	20% of Total Software & License Fees
OPT-MNTC	ProSight Optimize Software Maintenance	ProSight Optimize Annual Maintenance	20% of Total Software & License Fees
Table 11 Note: The Annual Maintenance Fee is based on of the total of all Software and License Fees			
Table 12	Consulting Services	Service Description/Labor Categories	
PRST-RQMTS	Implementation Requirements Analysis	Functional, technical, and business-rule complexity evaluation to scope implementation and aid in the development of a SoW. Deliverables include an initial implementation project plan, technical architecture documents, data conversion estimates and hardware/software sizing recommendations.	\$83,200.00
PRST-TRN	Training Requirements Analysis	Functional and technical training needs assessment to aid in the development of a SoW. Deliverables include a training plan based on the number of users, defined roles, access to the application, and training methodology (e.g. train-the-trainer).	\$29,600.00
PRST-TRN-CLASS	ProSight Portfolios Training	Standard 3-day training session for Using & Configuration of ProSight Portfolios. Training is conducted at the client site. Class size is restricted 4 to 8 students.	\$1950/Student
PRST-EN-DIR	Implementation and Data Services	Practice Director Hourly Rate	\$231.00
PRST-EN-MGR	Implementation and Data Services	Project Manager Hourly Rate	\$220.50
PRST-BUS-CON	Implementation and Data Services	Business Consultant Hourly Rate	\$210.00
PRST-TECH-CON	Implementation and Data Services	Technical Consultant Hourly Rate	\$210.00
PRST-TRN-CON	Training Services	Training Consultant Hourly Rate	\$185.00

Table 12 Notes:	
1. Implementation and Training Requirements Analysis are developed in conjunction with the Customer.	
2. Any initial purchase of Portfolios Server, Fast Track, or Bridge product requires a separate implementation SoW for Professional Services.	
3. Consulting Service prices DO NOT include Other Direct Costs (ODCs) or travel expenses	

Other Direct Costs (ODCs)

Reimbursement for ODCs and travel, as authorized in individual statement(s) of work (SOW), will be at actual costs plus a material handling charge of 5%. ODCs include, but are not limited to, the following types of items: material, consumable supplies, long distance telephone, service centers, local and non-local travel, shipping, postage, delivery, printing, reproduction, computer usage, special equipment rental and other costs directly attributable to specific delivery orders.

Exhibit C to
VA-060412-SRCD



MASTER DEPOSITOR THREE-PARTY ESCROW SERVICE AGREEMENT

Master Deposit Account Number: _____

1. Introduction.

This Escrow Service Agreement (the "Agreement") is entered into by and between **Serco Group, Inc.**, located at **2650 Park Tower Drive, Suite 800, Vienna, VA 22180** "Depositor" and its affiliates and subsidiaries, and by any additional party signing the Acceptance Form attached as Exhibit E to this Agreement "Beneficiary" and by Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain") on this 25 day of April, 2006 (the "Effective Date"). Beneficiary, Depositor, and Iron Mountain may be referred to individually as a "Party" or collectively as the "Parties" throughout this Agreement.

The use of the term "Services" in this Agreement shall refer to Iron Mountain Services that facilitate the creation, management, and enforcement of software and/or other technology escrow accounts as described in Exhibit A attached hereto. A Party shall request Services under this Agreement (i) by submitting a work request associated for certain Iron Mountain Escrow Services via the online portal maintained at the Website located at www.ironmountainconnect.com or any other Websites or Web pages owned or controlled by Iron Mountain that are linked to that Website (collectively the "Iron Mountain Website"), or (ii) by submitting a written work request attached hereto as Exhibit A (each, individually, a "Work Request"). The Parties desire this Agreement to be supplementary to the License Agreement and pursuant to Chapter 11 United States [Bankruptcy] Code, Section 365(n).

2. Depositor Responsibilities.

- (a) Depositor shall provide all information designated as required to fulfill a Work Request ("Required Information") and may also provide other information ("Optional Information") at their discretion to assist Iron Mountain in the fulfillment of requested Services.
- (b) Depositor must authorize and designate one or more persons whose action(s) will legally bind the Depositor ("Authorized Person(s)") who shall be identified in the Authorized Person(s)/Notices Table of this Agreement) and who may manage the Iron Mountain escrow account through the Iron Mountain Website or via written Work Request. Authorized Person(s) will maintain the accuracy of their name and contact information provided to Iron Mountain during the Term of this Agreement (the "Depositor Information").
- (c) Depositor shall make an initial deposit that is complete and functional of all proprietary technology and other materials covered under this Agreement ("Deposit Material") to Iron Mountain within ninety (90) days of the Effective Date. Depositor may also update Deposit Material from time to time during the Term of this Agreement provided a minimum of one (1) complete and functional copy of Deposit Material is deposited with Iron Mountain at all times. At the time of each deposit or update, Depositor will provide an accurate and complete description of all Deposit Material sent to Iron Mountain via the Iron Mountain Website or using the form attached hereto as Exhibit B.
- (d) Depositor consents to Iron Mountain's performance of any level(s) of verification Services described in Exhibit A attached hereto and further consents to Iron Mountain's use of a subcontractor (who shall be bound by the same confidentiality obligations as Iron Mountain and who shall not be a direct competitor to either Depositor or Beneficiary) to provide such Services as needed.
- (e) Depositor represents that it lawfully possesses all Deposit Material provided to Iron Mountain under this Agreement free of any liens or encumbrances as of the date of their deposit. Any Deposit Material liens or encumbrances made after their deposit will not prohibit, limit, or alter the rights and obligations of Iron Mountain under this Agreement;
- (f) Depositor represents that all Deposit Material is readable and useable in its then current form; if any portion of such Deposit Material is encrypted the necessary decryption tools and keys to read such material are deposited contemporaneously.
- (g) Depositor represents that all Deposit Material is provided with all rights necessary for Iron Mountain to verify such proprietary technology and materials upon receipt of a Work Request for such Services; and
- (h) Depositor warrants that Iron Mountain's use of the Deposit Material or other materials supplied by Depositor to perform the verification Services described in Exhibit A is lawful and does not violate the rights of any third parties. Depositor agrees to use commercially reasonable efforts to provide Iron Mountain with any necessary use rights or permissions to use materials necessary to perform verification of the Deposit Material. Depositor agrees to reasonably

cooperate with Iron Mountain by providing its facilities, computer software systems, and technical personnel for verification Services whenever reasonably necessary.

3. Beneficiary Responsibilities.

- (a) Beneficiary shall provide all information designated as required to fulfill any Beneficiary Work Request ("**Required Information**") and may also provide other information ("**Optional Information**") at their discretion to assist Iron Mountain in the fulfillment of requested Services.
- (b) Beneficiary must authorize and designate one or more persons whose action(s) will legally bind the Beneficiary ("**Authorized Person(s)**") who shall be identified in the Authorized Person(s)/Notices Table of this Agreement) who shall manage the Iron Mountain escrow account through the Iron Mountain Website or via written Work Request. Authorized Person(s) will maintain the accuracy of their name and contact information provided to Iron Mountain during the Term of this Agreement (the "**Beneficiary Information**").
- (c) Beneficiary acknowledges, in the absence of a Work Request for verification Services, that it assumes all responsibility for the completeness and/or functionality of all Deposit Material. Beneficiary may submit a verification Work Request to Iron Mountain for one or more of the Services defined in Exhibit A attached hereto and further consents to Iron Mountain's use of a subcontractor if needed to provide such Services.
- (d) Beneficiary warrants that, to the best of its knowledge, Iron Mountain's use of any materials supplied by Beneficiary to perform the verification Services described in Exhibit A is lawful.

4. Iron Mountain Responsibilities.

- (a) Iron Mountain agrees to use commercially reasonable efforts to provide the Services requested by authorized Depositor and Beneficiary representatives in a Work Request. Iron Mountain may reject a Work Request (in whole or in part) that does not contain all Required Information at any time upon notification to the Party originating the Work Request.
- (b) Iron Mountain will conduct a deposit inspection upon receipt of any Deposit Material and associated Exhibit B. If Iron Mountain determines that the Deposit Material does not match the description provided by Depositor represented in Exhibit B attached hereto, Iron Mountain will provide Depositor with notice by electronic mail, telephone, or regular mail of such discrepancies. Iron Mountain will work directly with the Depositor to resolve any such discrepancies prior to accepting Deposit Material. Iron Mountain will provide Depositor with notice from time to time during the first ninety (90) days from the Effective date as a reminder that submission of initial Deposit Material is required. Iron Mountain may also send notices every ninety (90) days thereafter to Depositor and/or Beneficiary related to Deposit Material activity if such Services are requested in a Work Request.
- (c) Iron Mountain will provide notice by electronic mail, telephone, or regular mail to the Beneficiary of all Deposit Material that is accepted and deposited into the escrow account under this Agreement.
- (d) Iron Mountain will work with a Party who submits any verification Work Request for Deposit Material covered under this Agreement to either fulfill any standard verification Services Work Request or develop a custom Statement of Work ("**SOW**"). Iron Mountain and the requesting Party will mutually agree in writing to a SOW on the following terms and conditions that include but are not limited to: description of Deposit Material to be tested; description of verification testing; requesting Party responsibilities; Iron Mountain responsibilities; Service Fees; invoice payment instructions; designation of the Paying Party; designation of authorized SOW representatives for both the requesting Party and Iron Mountain with name and contact information; and description of any final deliverables prior to the start of any fulfillment activity. After the start of fulfillment activity, each SOW may only be amended or modified in writing with the mutual agreement of both Parties, in accordance with the change control procedures set forth therein.
- (e) Iron Mountain will hold and protect all Deposit Material in physical and/or electronic vaults that are either owned or under the direct control of Iron Mountain.
- (f) Iron Mountain will permit the replacement and/or removal of previously submitted Deposit Material upon Work Request that may be subject to the written joint instructions of the Depositor and Beneficiary.
- (g) Iron Mountain will strictly follow the procedures set forth in Exhibit C attached hereto to process any Beneficiary Work Request to release Deposit Material.

5. Payment.

The Paying Party shall pay to Iron Mountain all fees as set forth in the Work Request form attached hereto as Exhibit A ("**Service Fees**"). Except as set forth below, all Service Fees are due to Iron Mountain within thirty (30) calendar days from the date of invoice in U.S. currency and are non-refundable. Iron Mountain may update Service Fees with a ninety (90) calendar day written notice to the Paying Party during the Term of this Agreement. The Paying Party is liable for any taxes related to Services purchased under this Agreement or shall present to Iron Mountain an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice, to the extent

possible. Any Service Fees not collected by Iron Mountain when due shall bear interest until paid at a rate of 1.25% per month (15% per annum) or the maximum rate permitted by law, whichever is less. Delinquent accounts may be referred to a collection agency at the sole discretion of Iron Mountain. Notwithstanding, the non-performance of any obligations of Depositor to deliver Deposit Material under the License Agreement or this Agreement, Iron Mountain is entitled to be paid all Service Fees that accrue during the Term of this Agreement. All Service Fees will not be subject to offset except as specifically provided hereunder.

6. Term and Termination.

- (a) The initial "Term" of this Agreement is for a period of one (1) year from the Effective Date and will automatically renew for additional one (1) year Terms and continue in full force and effect until one of the following events occur: (i) Depositor and Beneficiary provide joint written instructions of their intent to cancel this Agreement within sixty (60) days to Iron Mountain; (ii) Beneficiary provides a sixty (60) day written notice regarding cancellation of this Agreement to both Depositor and Iron Mountain; or (iii) Iron Mountain provides a sixty (60) day written notice to the Depositor and Beneficiary Authorized Persons that it can no longer perform the Services under this Agreement.
- (b) In the event this Agreement is terminated under Sections 6(a)(i) or 6(a)(iii) above, Depositor and Beneficiary may provide Iron Mountain with joint written instructions authorizing Iron Mountain to forward the Deposit Material to another escrow company and/or agent or other designated recipient. If Iron Mountain does not receive joint written instructions within sixty (60) calendar days after the date of the notice of termination, Iron Mountain shall return or destroy the Deposit Material.
- (c) In the event of the nonpayment of Service Fees owed to Iron Mountain, Iron Mountain shall provide all Parties to this Agreement with notice by electronic mail and/or regular mail. Any Party to this Agreement shall have the right to make the payment to Iron Mountain to cure the default. If the past due payment is not received in full by Iron Mountain within thirty (30) calendar days of the date of such notice, then Iron Mountain shall have the right to terminate this Agreement at any time thereafter by sending notice by electronic mail and/or regular mail of termination to all Parties. Iron Mountain shall have no obligation to take any action under this Agreement so long as any Iron Mountain invoice issued for Services rendered under this Agreement remains uncollected.

7. General Indemnity.

Each Party shall defend, indemnify and hold harmless the others, their corporate affiliates and their respective officers, directors, employees, and agents and their respective successors and assigns from and against any and all claims, losses, liabilities, damages, and expenses (including, without limitation, reasonable attorneys' fees), arising under this Agreement from the negligent or intentional acts or omissions of the indemnifying Party or its subcontractors, or the officers, directors, employees, agents, successors and assigns of any of them.

8. Warranties.

- (a) Iron Mountain. ANY AND ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN A WORKMANLIKE MANNER. EXCEPT AS SPECIFIED IN THIS SECTION, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AGAINST INFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. AN AGGRIEVED PARTY MUST NOTIFY IRON MOUNTAIN PROMPTLY OF ANY CLAIMED BREACH OF ANY WARRANTIES AND SUCH PARTY'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE RETURN OF THE PORTION OF THE FEES PAID TO IRON MOUNTAIN BY PAYING PARTY FOR SUCH NON-CONFORMING SERVICES. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE. THE WARRANTY PROVIDED IS SUBJECT TO THE LIMITATION OF LIABILITY SET FORTH IN SECTION 11 HEREIN.
- (b) Depositor. Depositor warrants that all Depositor Information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Depositor Information during the Term of this Agreement.
- (c) Beneficiary. Beneficiary warrants that all Beneficiary Information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Beneficiary Information during the Term of this Agreement.

9. Insurance.

Iron Mountain shall, at its sole cost and expense, throughout the term of this Agreement, procure and maintain in full force and effect, the following insurance coverage, with an insurance carrier that is rated B+ or better by A.M. Best.

TYPE OF INSURANCE	COVERAGE AMOUNT	TYPE OF INSURANCE	COVERAGE AMOUNT
General Liability	\$2,000,000 General Aggregate	Crime Insurance	\$2,000,000 Each Occurrence
General Liability	\$1,000,000 Each Occurrence	Umbrella Coverage	\$5,000,000 General Aggregate
Professional Liability	\$1,000,000 Each Occurrence		

All certificates of insurance shall name the Parties as additional beneficiaries with respect to General Liability coverage. All certificates of insurance shall require that the Parties be provided with advance written notice of cancellation of the stated coverage, and Iron Mountain shall request that its insurer use its best efforts to provide at least thirty (30) days' advance written notification of such cancellation.

10. Confidential Information.

Iron Mountain shall have the obligation to reasonably protect the confidentiality of the Deposit Material. Except as provided in this Agreement Iron Mountain shall not disclose, transfer, make available or use the Deposit Material. Iron Mountain shall not disclose the terms of this Agreement to any third Party. If Iron Mountain receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Material, Iron Mountain will immediately notify the Parties to this Agreement unless prohibited by law. It shall be the responsibility of Depositor and/or Beneficiary to challenge any such order; provided, however, that Iron Mountain does not waive its rights to present its position with respect to any such order. Iron Mountain will not be required to disobey any order from a court or other judicial tribunal, including, but not limited to, notices delivered pursuant to Section 13(g) below.

11. Limitation of Liability.

NOTWITHSTANDING ANYTHING ELSE HEREIN, ALL LIABILITY, IF ANY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, OF ANY PARTY TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT EQUAL TO ONE YEAR OF FEES PAID OR OWED TO IRON MOUNTAIN UNDER THIS AGREEMENT. IF CLAIM OR LOSS IS MADE IN RELATION TO A SPECIFIC DEPOSIT OR DEPOSITS, SUCH LIABILITY SHALL BE LIMITED TO THE FEES RELATED SPECIFICALLY TO SUCH DEPOSITS. THIS LIMIT SHALL NOT APPLY TO ANY PARTY FOR: (I) ANY CLAIMS OF INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY RIGHT; (II) LIABILITY FOR DEATH OR BODILY INJURY; (III) DAMAGE TO TANGIBLE PROPERTY (EXCLUDING THE DEPOSIT ITEMS); (IV) THEFT; OR (V) PROVEN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

12. Consequential Damages Waiver.

IN NO EVENT SHALL ANY PARTY TO THIS AGREEMENT BE LIABLE TO ANOTHER PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST DATA OR INFORMATION, ANY COSTS OR EXPENSES FOR THE PROCUREMENT OF SUBSTITUTE SERVICES, OR ANY OTHER INDIRECT DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EVEN IF THE POSSIBILITY THEREOF MAY BE KNOWN IN ADVANCE TO ONE OR MORE PARTIES.

13. General.

- (a) Incorporation of Work Requests. All Depositor and/or Beneficiary Work Requests are incorporated into this Agreement. Any Work Requests submitted for an additional deposit account ("Auxiliary Deposit Account") will be incorporated by reference into this Agreement and governed by the same terms and conditions that govern the initial deposit account ("Initial Deposit Account").
- (b) Purchase Orders. The terms and conditions of this Agreement prevail regardless of any conflicting or additional terms on any Purchase Order or other correspondence for any Initial Deposit Account or Auxiliary Deposit Account. Any contingencies or additional terms contained on any Purchase Order are not binding upon Iron Mountain. All Purchase Orders are subject to approval and acceptance by Iron Mountain.
- (c) Right to Make Copies. Iron Mountain shall have the right to make copies of all Deposit Material as reasonably necessary to perform this Agreement. Iron Mountain shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on Deposit Material onto any copies made by Iron Mountain. Any copying expenses incurred by Iron Mountain as a result of a Work Request to copy will be borne by the Party requesting the copies. Iron Mountain may request Depositor's reasonable cooperation in promptly copying Deposit Material in order for Iron Mountain to perform this Agreement.

- (d) Choice of Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the Commonwealth of Virginia, United States of America, as if performed wholly within the state and without giving effect to the principles of conflicts of laws.
- (e) Right to Rely on Instructions. Iron Mountain may act in reliance upon any instruction, instrument, or signature reasonably believed by Iron Mountain to be genuine. Iron Mountain may assume that any employee of a Party to this Agreement who gives any written notice, request, or instruction has the authority to do so. Iron Mountain will not be required to inquire into the truth or evaluate the merit of any statement or representation contained in any notice or document. Iron Mountain shall not be responsible for failure to act as a result of causes beyond the reasonable control of Iron Mountain.
- (f) Force Majeure. Except for the obligation to pay monies due and owing, no Party shall be liable for any delay or failure in performance due to events outside the defaulting Party's reasonable control, including without limitation acts of God, earthquake, labor disputes, shortages of supplies, riots, war, acts of terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the excused Party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.
- (g) Notices. All notices regarding Exhibit C shall be sent by commercial express mail. All other correspondence, including invoices, payments, and other documents and communications, shall be sent by (i) electronic mail; (ii) via regular mail to the Parties at the addresses specified in the Authorized Persons/Notices Table which shall include the title(s) of the individual(s) authorized to receive notices; or (iii) via the online portal maintained at the Iron Mountain Website. It shall be the responsibility of the Parties to notify each other as provided in this Section in the event of a change of physical or e-mail addresses. The Parties shall have the right to rely on the last known address of the other Parties. Any correctly addressed notice or last known address of the other Parties that is relied on herein that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified as provided herein shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by electronic mail, the postal authorities by mail, through messenger or commercial express delivery services.
- (h) No Waiver. No waiver of rights under this Agreement by any Party shall constitute a subsequent waiver of this or any other right under this Agreement.
- (i) Assignment. No assignment of this Agreement by Depositor and/or Beneficiary or any rights or obligations of Depositor and/or Beneficiary under this Agreement is permitted without the written consent of Iron Mountain, which shall not be unreasonably withheld or delayed.
- (j) Severability. In the event any of the terms of this Agreement become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, such term(s) shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect. Notwithstanding the foregoing, if this paragraph becomes applicable and, as a result, the value of this Agreement is materially impaired for either Party, as determined by such Party in its sole discretion, then the affected Party may terminate this Agreement by notice to the others.
- (k) Independent Contractor Relationship. Depositor and Beneficiary understand, acknowledge, and agree that Iron Mountain's relationship with Depositor and Beneficiary will be that of an independent contractor and that nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, or employment relationship.
- (l) Attorneys' Fees. In any suit or proceeding between Depositor and IMIPM relating to this Agreement, the prevailing Depositor or IMIPM will have the right to recover from the other(s) its costs and reasonable fees and expenses of attorneys, accountants, and other professionals incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal, separately from and in addition to any other amount included in such judgment. This provision is intended to be severable from the other provisions of this Agreement, and shall survive and not be merged into any such judgment.
- (m) No Agency. No Party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other Parties or bind the other Parties in any respect whatsoever.
- (n) Disputes. Any action or similar dispute arising from this Agreement or its performance shall be brought and maintained only in circuit court of Virginia. The Parties accept the personal jurisdiction of any circuit court in which an action is brought pursuant to this article for purposes of that action and waive all jurisdiction- and venue-related defenses to the maintenance of such action, as long as such action is within a circuit court in Virginia. Neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof. The Parties may agree in writing to submit particular disputes arising from this Agreement to Alternate Dispute Resolution and to utilize mediation and other alternative dispute resolution procedures; however, such procedures entered into by the Beneficiary shall be nonbinding.


- (o) Regulations. All Parties are responsible for and warrant - to the extent of their individual actions or omissions - compliance with all applicable laws, rules and regulations, including but not limited to: customs laws; import; export and re-export laws; and government regulations of any country from or to which the Deposit Material may be delivered in accordance with the provisions of this Agreement.
- (p) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
- (q) Survival. Sections 6 (Term and Termination), 7 (General Indemnity), 8 (Warranties), 10 (Confidential Information), 11 (Limitation of Liability), 12 (Consequential Damages Waiver), and 13 (General) of this Agreement shall survive termination of this Agreement or any Exhibit attached hereto.

**NOTE: SIGNATURE BLOCKS, AUTHORIZED PERSONS/NOTICES TABLE, AND BILLING CONTACT
INFORMATION TABLE FOLLOW ON THE NEXT PAGE**

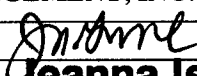
The Parties agree that this Agreement is the complete agreement between the Parties hereto concerning the subject matter of this Agreement and replaces any prior or contemporaneous oral or written communications between the Parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. Each of the Parties herein represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its business organization as named in this Agreement. This Agreement may only be modified by mutual written agreement of the Parties.

Note: If contracting electronically via the online portal, clicking the "I Accept" button displayed as part of the ordering process, evidences ☒ "Depositor's" agreement to the preceding terms and conditions (the "Agreement"). If you are entering into this Agreement via the online portal on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions, in which case the terms "you" or "your" shall refer to such entity. If you do not have such authority, or if you do not agree with these terms and conditions, you must select the "I Decline" button.

CHOOSE ONE: DEPOSITOR

SIGNATURE:	
PRINT NAME:	Dirk Smith
TITLE:	Vice President of Contracts
DATE:	4/25/06
EMAIL ADDRESS:	Dirk.smith@serco.com

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

SIGNATURE:	
PRINT NAME:	Jeanna Israel
TITLE:	Director of Operations
DATE:	4/24/06
EMAIL ADDRESS:	ipmcontracts@ironmountain.com

AUTHORIZED PERSON(S)/NOTICES TABLE

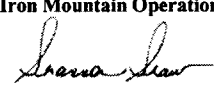
Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. All Notices will be sent electronically and/or through regular mail to the appropriate address set forth below.

PRINT NAME:	Gaylon Smith	PRINT NAME:	
TITLE:	Operations Center Manager	TITLE:	
EMAIL ADDRESS:	gaylon.smith@serco.com	EMAIL ADDRESS:	
STREET ADDRESS 1	2650 Park Tower Drive, Ste 800	STREET ADDRESS 1	
PROVINCE/CITY/STATE	Vienna, VA	PROVINCE/CITY/STATE	
POSTAL/ZIP CODE	22180	POSTAL/ZIP CODE	
PHONE NUMBER	571-226-5131	PHONE NUMBER	
FAX NUMBER	703-573-8215	FAX NUMBER	

BILLING CONTACT INFORMATION TABLE

Please provide the name and contact information of the Billing Contact under this Agreement. All Invoices will be sent electronically and/or through regular mail to the appropriate address set forth below.

PRINT NAME:	Gaylon Smith
TITLE:	Operations Center Manager
EMAIL ADDRESS:	gaylon.smith@serco.com
STREET ADDRESS 1	2650 Park Tower Drive, Ste 800
PROVINCE/CITY/STATE	Vienna, VA
POSTAL/ZIP CODE	22180
PHONE NUMBER	571-226-5131
FAX NUMBER	703-573-8215

<p>Approved as to Operational Content: Iron Mountain Operations</p> <p></p> <p>Name: Shannon Shaw, Operations Manager</p> <p>Date: April 21, 2006</p>
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IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

All notices should be sent to ipmcontracts@ironmountain.com OR Iron Mountain, Attn: Contract Administration, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA.

EXHIBIT A ESCROW SERVICE WORK REQUEST

Account Number _____

SERVICE Check box (es) to indicate service(s)	SERVICE DESCRIPTION	ONE- TIME FEE	ANNUAL FEE	PAYOR PARTY Check box (es) to indicate party responsible for fee.
<input checked="" type="checkbox"/> Add and Manage New Escrow Account	Iron Mountain will open a new escrow deposit account that includes a minimum of one (1) Depositor and one (1) complete set of Deposit Material. All Deposit Material will be securely stored in controlled vaults that are owned and/or operated by Iron Mountain. Account services include unlimited deposits, electronic vaulting, access to Iron Mountain Connect™ Escrow Management Center for secure online account management and submission of electronic Work Requests, and secure destruction of deposit materials upon account termination. <i>Iron Mountain will assign a Client Manager for each escrow account. These Managers will provide training on-site to time to facilitate secure Internet access to escrow account(s). Assigned Managers will also ensure timely fulfillment of Work Requests (e.g., deposit updates, new beneficiary enrollment) and communication of status.</i>	\$2,050	\$950	<input checked="" type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add and Manage Auxiliary Account	Iron Mountain will open and manage an Auxiliary Deposit Account for a new product or depositor in accordance with the service description immediately above and the Agreement that governs the Initial Deposit Account #	N/A	\$950	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input checked="" type="checkbox"/> Add Beneficiary	Iron Mountain will fulfill a Work Request to add a new Beneficiary to an escrow account, where possible, and provide notice as appropriate to all relevant Parties.	N/A	\$650	<input checked="" type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Deposit Tracking Notification	Iron Mountain will send periodic notices to Depositor and/or Beneficiary related to Deposit Material as specified within the terms of the Agreement.	N/A	\$350	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add File Comparison and Analysis Test	Iron Mountain will fulfill a Work Request to perform a File Comparison and Analysis Test, which includes a final report sent to Client, on Deposit Material to ensure consistency between Depositor's representations (i.e., Exhibit B and Supplementary Questionnaire) and stored Deposit Material.	\$2,500	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Deposit Compile Test	Iron Mountain will fulfill a Work Request to perform a Deposit Compile Test, which includes a final report sent to Client, on Deposit Material. Client and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Custom Quote	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
Add Deposit Usability Test - Binary Comparison	Iron Mountain will fulfill a Work Request to perform one a Deposit Compile Test Binary Comparison which includes a final report sent to Client, on Deposit Material. Client and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Custom Quote	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
Add Deposit Usability Test - Full Usability Test	Iron Mountain will fulfill a Work Request to perform one a Deposit Compile Test Full Usability which includes a final report sent to Client, on Deposit Material. Client and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Custom Quote	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Dual Vaulting	Iron Mountain will fulfill a Work Request to store deposit materials in one additional location as defined within the Service Agreement. Duplicate storage request may be in the form of either physical media or electronic storage.	N/A	\$500	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Release Deposit Material	Iron Mountain will process a Work Request to release Deposit Material by following the specific procedures defined in Exhibit C "Release of Deposit Materials" the Escrow Service Agreement.	\$500	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Custom Services	Iron Mountain will provide its Escrow Expert consulting Services based on a custom SOW mutually agreed to by all Parties.	\$150/hour	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Delete Account	Iron Mountain will fulfill a Work Request to terminate an existing escrow account by providing notice to all Parties to the Agreement, removing Deposit Material from the vault and then either securely destroying or returning the Deposit Material via commercial express mail carrier as instructed. All accrued Services Fees must be collected by Iron Mountain prior to completing fulfillment to terminate an existing escrow account.	No Charge	No Charge	No Charge
<input type="checkbox"/> Replace/Delete Deposit Materials	Iron Mountain will replace/delete deposit material in accordance with the terms of the Agreement. Materials will be returned as directed by depositor or destroyed using Iron Mountain Secure Shredding.	No Charge	No Charge	No Charge

Upon Escrow Service Agreement execution, please provide your initials below in the appropriate location to indicate your acceptance of this Escrow Services Work Request inclusive of agreed Services pricing and indication of which Party is financially responsible for payment of specific Services.

DEPOSITOR INITIALS _____

BENEFICIARY INITIALS _____

Note: Work Requests may be submitted electronically through their escrow account online OR may complete this form along with any other supporting exhibits required and email and/or fax this Work Request to their assigned Client Manager at Iron Mountain for fulfillment.

VERIFICATION SERVICES OPTIONS

1. File Comparison and Analysis.

- 1.1. This series of verification tests provides insight into whether the materials that have been deposited have basic information in a form that allows for additional testing to be performed. These tests detect errors that often inhibit effective use of the escrow deposit.
- 1.2. *Steps include:* Analyzing deposit media readability, file listing, creation of file classification table, virus scan, assurance of completed deposit questionnaire, analysis of completed deposit questionnaire.
- 1.3. *Deliverables:* At completion of testing, Iron Mountain will distribute a report to all parties detailing Iron Mountain's results. This report will include readability results, file listing, file classification table(s), virus scan results, completed deposit questionnaire, and an analysis of the completed deposit questionnaire.

2. Deposit Compile Test.

- 2.1. This series of tests includes a standard effort to compile the Deposit Material and build executable code.
- 2.2. *Steps include:* Analyzing deposit media readability, file listing, creation of file classification table, virus scan, assurance of completed deposit questionnaire, analysis of completed deposit questionnaire, recreating the Depositor's software development environment, compiling source files and modules, linking libraries and recreating executable code, pass/fail determination, creation of comprehensive build instructions.
- 2.3. *Deliverables:* Iron Mountain will provide a report detailing the steps necessary to recreate the software/hardware development environment, problems encountered with testing, and Iron Mountain's analysis of the deposit. In addition, the report will list required software development materials, including, without limitation, required source code languages and compilers, third-Party software, libraries, operating systems, and hardware, as well as Iron Mountain's analysis of the deposit. When identifying materials required to re-create Depositor's software development environment, Iron Mountain will rely on information provided in Depositor's completed questionnaire (obtained via a Iron Mountain verification representative) and/or information gathered during Iron Mountain's testing experience.

2.4. Deposit Usability Test.

- 2.5. This series of tests includes testing the functionality of the compiled Deposit Material (in a production setting or similar environment) and can be accomplished through one of the following two options:
 - 2.5.1. *Binary Comparison* – a comparison of the files built from the Deposit Compile Test to the actual licensed technology on the customer's site to ensure a full match in file size.
 - 2.5.2. *Full Usability Test* – a confirmation that the built applications work properly when installed.
 - 2.5.3. Services may be provided by Iron Mountain or individuals or organizations employed by or under contract with Iron Mountain, at the discretion of Iron Mountain.

EXHIBIT B

DEPOSIT MATERIAL DESCRIPTION

COMPANY NAME: _____ ESCROW ACCOUNT NUMBER: _____

DEPOSIT NAME _____ AND DEPOSIT VERSION _____ (Deposit Name will appear in account history reports)

DEPOSIT MEDIA (PLEASE LABEL ALL MEDIA WITH THE DEPOSIT NAME PROVIDED ABOVE)

MEDIA TYPE	QUANTITY	MEDIA TYPE	QUANTITY
<input type="checkbox"/> CD-ROM / DVD		<input type="checkbox"/> 3.5" Floppy Disk	
<input type="checkbox"/> DLT Tape		<input type="checkbox"/> Documentation	
<input type="checkbox"/> DAT Tape		<input type="checkbox"/> Hard Drive / CPU	
		<input type="checkbox"/> Circuit Board	

	Form of Deposit (Physical or Digital)	# of Files	# of Folders
<input type="checkbox"/> Internet File Transfer			
<input type="checkbox"/> Other (please describe below):			

DEPOSIT ENCRYPTION (Please check either "Yes" or "No" below and complete as appropriate)

Is the media or are any of the files encrypted? ☐ Yes or ☐ No

If yes, please include any passwords and decryption tools description below. Please also deposit all necessary encryption software with this deposit.

Encryption tool name _____ Version _____

Hardware required _____

Software required _____

Other required information _____

DEPOSIT CERTIFICATION (Please check the box below to Certify and Provide your Contact Information)

<input type="checkbox"/> I certify for Depositor that the above described Deposit Material has been transmitted electronically or sent via commercial express mail carrier to Iron Mountain at the address below.	<input type="checkbox"/> Iron Mountain has inspected and accepted the above described Deposit Material either electronically or physically. Iron Mountain will notify Depositor of any discrepancies.
NAME:	NAME:
DATE:	DATE:
EMAIL ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	

Note: If Depositor is physically sending Deposit Material to Iron Mountain, please label all media and mail all Deposit Material with the appropriate Exhibit B via commercial express carrier to the following address:

Iron Mountain Intellectual Property Management, Inc.
Attn: Vault Administration
2100 Norcross Parkway, Suite 150
Norcross, GA 30071
Telephone: (770) 239-9200
Facsimile: (770) 239-9201

EXHIBIT C

RELEASE OF DEPOSIT MATERIAL

Deposit Account Number: _____

Iron Mountain will use the following procedures to process any Beneficiary Work Request to release Deposit Material.

1. **Release Conditions.** Depositor and Beneficiary agree that Iron Mountain will provide notice via commercial express mail to the Depositor if a Beneficiary under this Agreement submits a Deposit Material release Work Request based on one or more of the following conditions (defined as "**Release Conditions**"):
 - (i) Breach of the License Agreement by the Depositor for the Deposit Material covered under this Agreement; or
 - (ii) Failure of the Depositor to function as a going concern or operate in the in the ordinary course; or
 - (iii) Depositor is subject to voluntary or involuntary bankruptcy.
 - (iv) Depositors default of contract number VA-060412-SRCO with the Commonwealth of Virginia
 - (v) Depositors failure to carry out support and maintenance obligations under contract number VA-060412-SRCO with the Commonwealth of Virginia
2. **Release Work Request.** A Beneficiary may submit a Work Request to Iron Mountain to release the Deposit Material covered under this Agreement. Iron Mountain will send a written notice of this Beneficiary Work Request within five (5) business days to the authorized Depositor representative(s).
3. **Contrary Instructions.** From the date Iron Mountain mails written notice of the Beneficiary Work Request to release Deposit Material covered under this Agreement, Depositor representative(s) shall have ten (10) business days to deliver to Iron Mountain contrary instructions ("Contrary Instructions"). Contrary Instructions shall mean the written representation by Depositor that a Release Condition has not occurred or has been cured. Contrary Instructions shall be on company letterhead and signed by an authorized Depositor representative. Upon receipt of Contrary Instructions, Iron Mountain shall send a copy to an authorized Beneficiary representative by commercial express mail. Additionally, Iron Mountain shall notify both Depositor representative(s) and Beneficiary representative(s) that there is a dispute to be resolved pursuant to the Disputes provisions of this Agreement. Iron Mountain will continue to store Deposit Material without release pending (i) joint instructions from Depositor and Beneficiary that accept release of Deposit Material; or (ii) dispute resolution pursuant to the Disputes provisions of this Agreement; or (iii) receipt of an order from a court of competent jurisdiction.
4. **Release of Deposit Material.** If Iron Mountain does not receive Contrary Instructions from an authorized Depositor representative, Iron Mountain is authorized to release Deposit Material to the Beneficiary or, if more than one Beneficiary is registered to the deposit, to release a copy of Deposit Material to the Beneficiary. Iron Mountain is entitled to receive any uncollected Service fees due Iron Mountain from the Beneficiary before fulfilling the Work Request to release Deposit Material covered under this Agreement. This Agreement will terminate upon the release of Deposit Material held by Iron Mountain.
5. **Right to Use Following Release.** Beneficiary has the right under this Agreement to use the Deposit Material for the sole purpose of continuing the benefits afforded to Beneficiary by the License Agreement. Notwithstanding, the Beneficiary shall not have access to the Deposit Material unless there is a release of the Deposit Material in accordance with this Agreement. Beneficiary shall be obligated to maintain the confidentiality of the released Deposit Material.

EXHIBIT D

AUXILIARY DEPOSIT ACCOUNT TO MASTER ESCROW AGREEMENT

(NOTE: TO BE COMPLETED ONLY IF DEPOSITOR ESTABLISHED A MASTER ESCROW AGREEMENT)

Master Deposit Account Number: _____

Auxiliary Account Number _____

_____ (“Depositor”) has entered into a Master Escrow Agreement with Iron Mountain Intellectual Property Management, Inc. (“Iron Mountain”). Pursuant to that Agreement, Depositor may deposit certain Deposit Material with Iron Mountain.

Depositor desires that new Deposit Material be held in a separate account and be maintained separately from the initial account. By execution of this Exhibit D, Iron Mountain will establish a separate account for the new Deposit Material. The new account will be referenced by the following name: _____.

Depositor hereby agrees that all terms and conditions of the existing Master Escrow Agreement previously entered into by Depositor and Iron Mountain will govern this account. The termination or expiration of any other account of Depositor will not affect this account.

DEPOSITOR

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	ipmcontracts@ironmountain.com

AUTHORIZED PERSON(S)/NOTICES TABLE

Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. All Notices will be sent electronically and/or through regular mail to the appropriate address set forth below.

PRINT NAME:		PRINT NAME:	
TITLE:		TITLE:	
EMAIL ADDRESS		EMAIL ADDRESS	
STREET ADDRESS 1		STREET ADDRESS 1	
PROVINCE/CITY/STATE		PROVINCE/CITY/STATE	
POSTAL/ZIP CODE		POSTAL/ZIP CODE	
PHONE NUMBER		PHONE NUMBER	
FAX NUMBER		FAX NUMBER	

EXHIBIT E
ENROLLMENT FORM

Deposit Account Number: _____

Depositor, Beneficiary and Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain"), hereby acknowledge that Serco Group, Inc is the "**Depositor**" referred to in the Escrow Agreement that supports Deposit Account Number: _____ with Iron Mountain as the escrow agent and VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA) is the **Beneficiary** enrolling under this Agreement. "**Beneficiary**" hereby agrees to be bound by all provisions of such Agreement with the exception that Section 7 shall be deleted in its entirety and replaced with the following:

"7. General Indemnity.

Depositor and IMIPM shall defend, indemnify and hold harmless the others, their corporate affiliates and their respective officers, directors, employees, and agents and their respective successors and assigns from and against any and all claims, losses, liabilities, damages, and expenses (including, without limitation, reasonable attorneys' fees), arising under this Agreement from the negligent or intentional acts or omissions of the indemnifying Depositor, IMIPM or its subcontractors, or the officers, directors, employees, agents, successors and assigns of any of them."

All other terms and conditions remain in full force and effect.

BENEFICIARY COMPANY NAME: VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA)

AUTHORIZED PERSON(S)/NOTICES TABLE

Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. All Notices will be sent electronically and/or through regular mail to the appropriate address set forth below. Please complete all information as applicable. Incomplete information may result in a delay of processing.

PRINT NAME:	Mike Novak	PRINT NAME:	
TITLE:	Sourcing Specialist	TITLE:	
EMAIL ADDRESS	Michael.novack@vita.virginia.gov	EMAIL ADDRESS	
STREET ADDRESS	411 East Franklin St	STREET ADDRESS	
PROVINCE/CITY/STATE	Richmond	PROVINCE/CITY/STATE	
POSTAL/ZIP CODE	VA 23219	POSTAL/ZIP CODE	
PHONE NUMBER	804-371-5563	PHONE NUMBER	
FAX NUMBER		FAX NUMBER	

PAYING PARTY COMPANY NAME: SERCO GROUP, INC.

BILLING CONTACT INFORMATION TABLE

Please provide the name and contact information of the Billing Contact under this Agreement. All Invoices will be sent to this individual at the address set forth below.

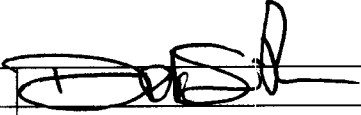
PRINT NAME:	Gaylon Smith
TITLE:	Operations Center Manager
EMAIL ADDRESS	gaylon.smith@serco.com
STREET ADDRESS 1	2650 Park Tower Drive, Ste 800
PROVINCE/CITY/STATE	Vienna, VA
POSTAL/ZIP CODE	22180
PHONE NUMBER	571-226-5131
FAX NUMBER	703-573-8215

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

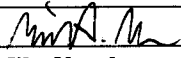
All notices should be sent to ipmcontracts@ironmountain.com OR Iron Mountain, Attn: Contract Administration, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA.

NOTE: SIGNATURE BLOCKS FOLLOW ON THE NEXT PAGE

DEPOSITOR

SIGNATURE:	
PRINT NAME:	Dirk Smith
TITLE:	Vice President of Contracts
DATE:	4/25/06
EMAIL ADDRESS:	<u>Dirk.smith@serco.com</u>

BENEFICIARY

SIGNATURE:	
PRINT NAME:	Mike Novak
TITLE:	Sourcing Specialist
DATE:	5/1/06
EMAIL ADDRESS:	<u>Michael.novak@vita.virginia.gov</u> novak

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	<u>ipmcontracts@ironmountain.com</u>

EXHIBIT Q

ESCROW DEPOSIT QUESTIONNAIRE

Introduction

From time to time, technology escrow beneficiaries may exercise their right to perform verification services. This is a service that Iron Mountain provides for the purpose of validating relevance, completeness, currency, accuracy and functionality of deposit materials.

Purpose of Questionnaire

In order for Iron Mountain to determine the deposit material requirements and to quote fees associated with verification services, a completed deposit questionnaire is requested. It is the responsibility of the escrow depositor to complete the questionnaire.

Instructions

Please complete the questionnaire in its entirety by answering every question with accurate data. Upon completion, please return the completed questionnaire to the beneficiary asking for its completion, or e-mail it to Iron Mountain Intellectual Property Management to the attention of Shane Ryan at shaneryan@ironmountain.com.

Escrow Deposit Questionnaire

General Description

1. What is the general function of the software to be placed into escrow?
2. On what media will the source code be delivered?
3. What is the size of the deposit in megabytes?

Requirements for the Execution of the Software Protected by the Deposit

1. What are the system hardware requirements to successfully execute the software? (memory, disk space, etc.)
2. How many machines are required to completely set up the software?
3. What are the software and system software requirements, to execute the software and verify correct operation?

Requirements for the Assembly of the Deposit

1. Describe the nature of the source code in the deposit. (Does the deposit include interpreted code, compiled source, or a mixture? How do the different parts of the deposit relate to each other?)
2. How many build processes are there?
3. How many unique build environments are required to assemble the material in the escrow deposit into the deliverables?
4. What hardware is required for each build environment to compile the software? (including memory, disk space, etc.)

5. What operating systems (including versions) are used during compilation? Is the software executed on any other operating systems/version?
6. How many separate deliverable components (executables, share libraries, etc.) are built?
7. What compilers/linkers/other tools (brand and version) are necessary to build the application?
8. What, if any, third-party libraries are used to build the software?
9. How long does a complete build of the software take? How much of that time requires some form of human interaction and how much is automated?
10. Do you have a formal build document describing the necessary steps for system configuration and compilation?
11. Do you have an internal QA process? If so, please give a brief description of the testing process.
12. Please list the appropriate technical person(s) Iron Mountain may contact regarding this set of escrow deposit materials.

Please provide your contact information below:

Name:	_____	
Telephone:	_____	
Company:	_____	
Address:	_____	
City, State	_____	Postal Code _____
Country:	_____	
E-mail:	_____	

For additional information about Iron Mountain Technical Verification Services, please contact Shane Ryan at 978-667-3601 ext. 100 or by e-mail at [**mailto: shanervan@ironmountain.com**](mailto:shanervan@ironmountain.com).

www.ironmountain.com

SOFTWARE LICENSE AGREEMENT

Between

ProSight

And

VITA

This Agreement is effective as of April 13, 2006 ("Effective Date") by and between ProSight, Inc. ("ProSight"), a Delaware corporation, having a place of business at 9600 SW Barnes Road, Portland, Oregon 97225, and Virginia Information Technologies Agency, ("VITA"), pursuant to §2.2-2012 of the Code of Virginia, having a place of business at 110 S. 7th Street, Richmond, Virginia 23219, to facilitate the license and distribution of software and associated documentation ("Software"), implementation of the Software, and maintenance of the Software in accordance with the terms and conditions contained herein.

PROSIGHT LICENSE AGREEMENT

1. Licensing of Software.

1.1 This ProSight Software Agreement and the addenda, schedules, exhibits, and any other attachments hereto (the "Agreement") shall apply to all ProSight software products provided to all Authorized Users pursuant to Contract number VA-060412-SRCO between Serco and VITA, in machine-readable form only, and accompanying documentation ("Software"). Authorized Users are all public bodies, including the Virginia Information Technologies Agency (VITA), as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia that have procured the Software in accordance with Contract number VA-060412-SRCO between Serco and VITA.

1.2 The Software shall be licensed on a Named User basis. Named Users are defined as individuals who are (1) employed as the Authorized User's internal or external staff, or staff of Authorized User's contractors, suppliers or customers (2) specifically named as users of the Software and (3) directly engaged in services on behalf of the Commonwealth. An Authorized User may use the Software only for the number of Named Users authorized by the Software license key.

2. Right to Use.

2.1 For the term of this Agreement, ProSight hereby grants to Authorized User a perpetual, nonexclusive right to use the Intellectual Property contained within the Software (the "Software IP") at a designated location(s) and not to exceed the number of Named Users authorized through the Software's license key. Authorized User or its agent shall keep such list of Named Users current in the "Set-Up" module of the Software. Authorized User or its agent may modify the list from time to time provided that the total number of Named Users does not exceed the total number authorized. Use by more than the number of Named Users authorized is a material breach of this Agreement. During the term of this License Agreement, and not more than twice per calendar year, Supplier may request from Authorized User written certification signed by an "Executive Level Employee" (An Executive Level Employee is an employee of the Authorized User that is able to bind such Authorized User) of Authorized User that Authorized User is in compliance with all of the provisions of this Agreement. Authorized User will attach the list of Named Users to the signed certification.

2.2 The right to use granted under this Agreement is personal and nontransferable, except as provided herein. It is limited to use for internal Commonwealth business purposes only. Authorized User may not: assign, timeshare, rent, or otherwise transfer the right to use to a third party, except as provided herein.

2.3 Authorized User or its agent shall designate the specific computer hardware on which the Software will be installed (the "Designated Unit") and shall notify ProSight in writing of the Designated Unit to allow ProSight to issue a license key. Authorized User or its agent may transfer the Software from one Designated Unit to another at Authorized User's site(s) provided that the Software and license key is promptly deleted in its entirety from the Designated Unit on which the Software is no longer in use. Authorized User or its agent may copy and use the Software concurrently with the production copy (ies) of the Software solely for the purpose of disaster recovery, quality verification, and testing of the Software licensed pursuant to Section 2.1.

2.4 Authorized User shall have the right to transfer the license to any third-party entity performing services solely for the benefit of the Commonwealth, provided that the Software and authorization code is promptly deleted in its entirety from any Designated Unit on which the Software is no longer in use. Prior to transfer of any license to such third-party, Authorized User shall obtain written agreement from such third party that the Software shall be used only for the Commonwealth's benefit and pursuant to the terms and limitations in this Agreement.

2.5 Authorized User or its agent shall maintain in all copies of the Software all trademark and copyright notices, logos and legends included in the Software as received from ProSight.

2.6 An Authorized User may rely on independent contractors, acting on behalf of such Authorized User, to perform functions requiring the use of and access to ProSight's Software, including but not limited to configuration of such Software. ProSight does not limit such third parties from using or accessing the Software in order to perform such functions.

2.7 With the exception of any applicable third-party rights, Authorized User shall exclusively own all right, title and interest in any data, including the selection, arrangement and organization of such data, processed by the Software. Nothing in this Contract shall be construed as conveying any rights or interest in Authorized User data to ProSight.

PROSIGHT LICENSE AGREEMENT

3. Confidentiality and Limitations of Use.

3.1 The Software contains trade secrets and confidential information of ProSight and its licensors. Authorized User shall use the Software for Commonwealth purposes only, and shall not make the Software available to any person other than such Authorized User's agents and employees.

3.2 Reserved.

3.3 Except as required by law or as agreed by the Authorized User in writing, ProSight agrees that it shall keep confidential all non-public information of such Authorized User, which at the time of disclosure either (i) is marked as being "Confidential" or "Proprietary", (ii) is otherwise reasonably identifiable as the confidential or proprietary information of the Authorized User, or (iii) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information of the Authorized User.

3.4 ProSight shall be the sole owner of any changes, additions, and enhancements to the Software IP as may be provided by ProSight under this Agreement. All such changes, additions, and enhancements shall be subject to the same protections and restrictions applicable to the Software IP under the terms of this Agreement.

3.5 Title to the Software IP shall remain in ProSight and its licensors. Authorized User may not modify, adapt, translate, reverse engineer, decompile, disassemble or create a derivative work based upon the Software IP. Authorized User may not duplicate the Software IP except in order to make a single backup or archive copy. Authorized User shall not permit the Software IP to be accessed through a public computer bulletin board or "shareware" distribution process or permit any unauthorized third party to access or use the Software IP via the Internet or any other computer or communications network.

3.6 No Authorized User shall attempt to sell, copy, modify, adapt, translate, alter, decompile, disassemble, reverse engineer, or create a derivative work based upon the Software, or assist others to do so, except as expressly permitted by this Agreement, or to take any other actions in derogation of ProSight's rights in the Software. If any Authorized User is found by a circuit court in the Commonwealth of Virginia to have violated this section ProSight will have, in addition to any other remedies available to it, the right to injunctive relief enjoining such action. Notwithstanding the foregoing, configuration of the Software shall be permitted under this Agreement.

3.7 Upon termination of this Agreement, Authorized User shall discontinue use of the Software IP. Authorized User shall not publish or disclose any results of benchmark tests relating to the Software without ProSight's prior written consent.

3.8 Authorized User shall comply fully with all laws and export regulations of the United States to ensure that none of the Software, nor any direct product thereof, are exported, directly or indirectly, in violation of United States or other national or local law.

4. Limited Warranty.

4.1 ProSight warrants that it has the right to grant a license to use the Software specified in this Agreement and that the Software will be free of known virus and any open source software. ProSight warrants that for a period of one year following the date of delivery, the Software and all enhancements and upgrades, when properly installed and used, will perform in all material respects in accordance with the corresponding documentation for that released version of the Software. In the event of a breach of the foregoing warranty, ProSight shall either (a) repair or replace the Software; or (b) accept return of the Software and refund the license fees paid. VITA reserves all legal and equitable remedies available to it under law. This limited warranty is void if failure of the Software has resulted from abuse or misapplication.

4.2 THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR OBLIGATIONS, EXPRESS OR IMPLIED. PROSIGHT EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5. General Indemnification

ProSight shall defend, indemnify and hold harmless all Authorized Users, their officers, directors, employees, and agents and their successors and assigns against and from any and all losses, liabilities, suits, damages, claims, demands, and expenses (including, without limitation, reasonable attorneys' fees) arising out of or in conjunction with (1) the gross negligence or willful misconduct of ProSight or its subcontractors, or the officers, directors, employees, agents, successors and assigns of any of them, or (2) the failure of ProSight to fully comply with the material provisions of this Agreement and any related orders. The Authorized User against whom the claim has been asserted shall promptly notify

PROSIGHT LICENSE AGREEMENT

ProSight of any written claim, loss, or demand for which ProSight is responsible under this Section. Such Authorized User may participate in any related suit or proceeding through counsel of its choice at its own expense; provided that the costs associated with such Authorized User's counsel shall not be deemed damages or costs for purposes of the indemnity hereunder. If an Authorized User's own acts or omissions are found to have been a contributing cause to any damage, cost, liability or loss, of the Authorized User to whom the claim has been asserted, then ProSight's obligations shall extend only insofar as ProSight's acts or omissions are also a contributing cause.

6. Patents and Copyright Indemnity.

6.1 ProSight shall indemnify and defend or settle at its option and expense any action brought against any Authorized User alleging that any Software furnished by ProSight under this Agreement infringes a patent, copyright, or other intellectual property right. ProSight will pay any costs, damages, losses or liability (including attorney's fees) finally awarded against any Authorized User that are attributable to such a claim, provided that such Authorized User (a) notifies ProSight promptly in writing of the action; (b) provides ProSight all reasonable information and assistance to settle or defend the action and (c) grants ProSight sole authority and control of the defense or settlement of the action unless such settlement (i) contains an admission of liability or wrongdoing by any Authorized User; (ii) does not include a release of all covered claims pending against all Authorized Users; or (iii) imposes upon any Authorized User any obligations determined by VITA to be material other than an obligation to stop using any infringing items.

6.2 If an infringement claim is asserted against any Authorized User's use of any Software, or if ProSight believes such a claim is likely to be asserted, ProSight may at its sole option and expense: (a) replace or modify the Software so that it becomes noninfringing; or (b) procure for Authorized User the right to continue using the Software. If neither of the foregoing alternatives is reasonably available, ProSight may require return of the Software.

6.3 ProSight shall have no liability if the alleged or actual infringement is based upon (a) combination of the Software with any product not furnished by ProSight to Authorized User; (b) the modification of the Software other than by ProSight; or (c) the use of other than a current, unaltered release of the Software.

6.4 THIS SECTION 6 STATES PROSIGHT'S ENTIRE LIABILITY AND, EXCEPT AS PROVIDED BY LAW OR IN EQUITY, THE REMEDY OF AUTHORIZED USER WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT BY ANY SOFTWARE.

7. Limitation of Liability.

THE LIABILITY OF PROSIGHT AND ITS LICENSORS FOR DEFECTIVE SOFTWARE AND DATABASES, IS LIMITED TO PROSIGHT'S OBLIGATIONS UNDER THE LIMITED WARRANTY SET FORTH IN SECTION 4 ABOVE. IN NO EVENT SHALL THE LIABILITY OF PROSIGHT OR ITS LICENSORS EXCEED \$200,000. IN NO EVENT SHALL PROSIGHT OR ITS LICENSORS BE LIABLE FOR ANY LOSS OF DATA, LOSS OF USE, SUBSTITUTE GOODS, LOSS OF PROFIT, OR FOR ANY OTHER SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, HOWEVER CAUSED, WHETHER BASED UPON CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, WARRANTY, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER OR NOT PROSIGHT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY TO CLAIMS FOR INFRINGEMENT, PROPERTY DAMAGE, OR PERSONAL INJURY OR DEATH, PROSIGHT'S CONFIDENTIALITY OBLIGATIONS UNDER SECTION 3 AND PROSIGHT'S INDEMNIFICATION OBLIGATIONS UNDER SECTIONS 5 AND 6 ABOVE.

8. Termination.

8.1 This Agreement shall commence upon the Effective Date listed on the cover page. VITA may terminate this Agreement, in whole or in part, upon not less than thirty (30) days prior written notice at any time for any reason. Such termination shall not relieve VITA or any Authorized User for any payments due or accrued as of the time of termination. ProSight shall submit any contractual dispute to VITA for resolution according to the terms of the contractual claims provision §2.2-4363 of the Code of Virginia. VITA and ProSight shall make best efforts to resolve any contractual dispute within 180 days of filing of such dispute.

8.2 Within fifteen (15) days after termination of this Agreement, Authorized User or its agent will uninstall and return to ProSight the Software in the form provided by ProSight or upon request by ProSight, uninstall, and destroy the Software and all copies, and certify in writing that they have been uninstalled and destroyed. Termination under this section shall not relieve Authorized User of its obligations regarding confidentiality of the Software.

9. U.S. Government End Users.

The Software is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (OCT 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212

PROSIGHT LICENSE AGREEMENT

(SEPT 1995) and is provided to the U.S. Government only as a commercial end item. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (JUNE 1995), all U.S. Government licensees and end users acquire the Software with only those rights set forth herein.

10. Force Majeure.

Neither party shall be subject to liability for failure to perform any of its obligations under this Agreement if such failure is due to force majeure, which shall be deemed to include, without limitation, fire, storms, floods, riots, strikes, lockouts and other labor difficulties, freight embargoes, delays of carriers or suppliers, inability to secure sufficient fuel, power or communications capabilities, acts of God, acts of war or hostilities of any nature, or laws, rules or regulations of any government affecting the conduct of such party's business, or to any other cause beyond such party's reasonable control (a "Force Majeure Event"). The party that is unable to fulfill its obligations due to any such Force Majeure Event shall promptly give notice to the other party with details of such Force Majeure Event, within a reasonable time after the occurrence of such Force Majeure Event. The obligations of the party giving such notice shall be suspended, insofar as such party is affected by such Force Majeure Event, but only for so long as the Force Majeure Event and the party's inability to fulfill its obligations shall continue.

11. Assignment.

This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of each party hereto. ProSight may not assign, subcontract, delegate or otherwise convey this Agreement, or any of its rights and obligations hereunder, to any entity without the prior written consent of VITA, and any such attempted assignment or subcontracting without consent shall be void, unless (a) such assignment is pursuant to a merger, corporate reorganization, or the sale or transfer of all or substantially all of ProSight's assets, and (b) assignee agrees in writing to be bound by all the terms and conditions of this Agreement.

VITA may assign this Agreement to any entity that is not a competitor to ProSight, so long as the assignee agrees in writing to be bound by the all the terms and conditions of this Agreement. ProSight agrees that, for purposes of this clause, Northrop Grumman shall not be considered a competitor to ProSight and any assignment of this Agreement or any licenses hereunder to Northrop Grumman shall be valid, provided Northrop Grumman agrees in writing to be bound by all the terms and conditions of this Agreement and that the Software is being used solely for the benefit of the Commonwealth of Virginia.

If any law limits the right of the Parties to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be thirty (30) days after ProSight gives VITA prompt written notice of the assignment, signed by authorized representatives of both ProSight and the assignee.

12. General.

12.1 This Agreement contains the entire agreement between the parties. It supersedes all prior or contemporaneous agreements, understandings, or representations with respect to the subject matter hereof. Unless otherwise provided in this Agreement, no modification or waiver of any of the provisions, or any future representation, promise, or addition, shall be binding upon the parties unless made in writing and signed by both parties.

12.2 This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia, exclusive of choice of law rules. The parties expressly disclaim the United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods and the provisions thereof will not govern this Agreement. UCITA shall apply to this Agreement only to the extent required by §59.1-501.15 of the Code of Virginia. Any and all litigation arising from or related to this Agreement shall be brought in the circuit courts of the Commonwealth of Virginia. Both parties hereby submit to the jurisdiction of such courts over each of them personally in connection with such dispute, and waive any objection to venue in such courts and any claim that such forum is an inconvenient forum. Upon request from the Authorized User from whom the relief is sought, ProSight agrees to submit any and all contractual disputes arising from this Agreement to VITA's alternative dispute resolution (ADR) procedures. ProSight may invoke VITA's ADR procedures at any time and concurrently with any other statutory remedies prescribed by the Code of Virginia.

12.3 No waiver by either party of any of its rights under this Agreement shall be deemed to be a waiver of any other or future right under this Agreement.

PROSIGHT LICENSE AGREEMENT

12.4 If any term or provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

12.5 Any notice or report hereunder shall be deemed given if delivered or sent by first class mail, postage prepaid, addressed to the other party at the address set forth on the signature page, or at such other address as designated by the party by written notice, or by confirmed telex or facsimile. If notice is given by mail and the notice affects the other parties' rights hereunder, the effective date of the notice shall be seven (7) days after the date of mailing or the date the notice is received, whichever is earlier.


12.6 The contractual provisions at the following URL are statutorily mandated provisions that are hereby incorporated by reference, in addition to the contractual claims provision §2.2-4363 of the Code of Virginia:

http://www.vita.virginia.gov/procurement/documents/terms_05-06sw.pdf

12.7 ProSight shall comply with all applicable federal, state, and local laws, regulations, and ordinances.

By their respective signatures below, ProSight and VITA agree to the terms and conditions set forth in this Agreement including all attachments indicated above. The terms and conditions set forth in this Agreement shall prevail over any conflicting or inconsistent terms and conditions appearing on any purchase order or other such document submitted by VITA. This Agreement may only be amended by an instrument in writing signed by VITA and ProSight.

VITA

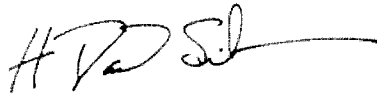
Signed: 

By: Cheryl Clark

Title: Deputy CIO

Date: 4/19/2006

PROSIGHT

Signed: 

By: H David Silverman

Title: VP, Finance & Operations

Date: 13 April 2006

EXHIBIT E
CONTRACT NUMBER VA-060412-SRCO
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
SERCO, Inc.

Exhibit E is hereby incorporated into and made an integral part of Contract Number VA-0604-12-SRCO ("Contract") between the Virginia Information Technologies Agency ("VITA" or "Commonwealth" or "State") and Serco, Inc. ("Serco" or "Contractor").

In the event of any discrepancy between this Exhibit E and Contract No. VA-060412-SRCO, the provisions of Contract No. VA-060412-SRCO shall control. All language in this Exhibit E is for reference only. This is a standard Statement of Work format.

STATEMENT OF WORK

Project for _____

1. Project Scope and Understanding of the Requirements

Provide information on the scope of the project, and a discussion that demonstrates Serco's understanding of the Authorized User's requirements for this particular engagement including defining the project's boundaries, agency specific requirements, special considerations for implementing technology at this Authorized User's location, and other characteristics of this project that must be addressed to insure the success of the engagement.

2. Contract Products and Services to Support the Requirement

a. Products

Provide a list of the products that will be used to support the requirement, the system infrastructure to be provided by the Authorized User, and a configuration overview that reflects how the system will be deployed within the Authorized User's environment.

b. Services

Provide information on the services that will be provided by Serco to support this engagement.

c. Training and Knowledge Transfer

Provide an overview of training services to be provided to the Authorized User and any special requirements for specific Knowledge Transfer to support the Authorized User's successful implementation of the system.

d. Support

Provide information on additional support requirements beyond those required by the Contract. This section should document any after-hours or special requirements specific to this Authorized User. This may include conversion support, legacy system integration, transition assistance or other specialized consulting to facilitate delivery of the solution.

3. Project Events and Tasks

Provide a high level overview of project events and tasks to be accomplished to deliver the required application functionality.

4. Project Plan and Time Table, Period of Performance

Serco's cost proposal reflects project support for a period of ____ days after contract award (see Contract). This includes delivery and installation all of the products and services necessary to implement the Authorized User's suite of contract products, services, training and support. Serco will work with the Authorized User to refine this schedule to include actual dates for major project milestones and events after contract award.

Following are sample milestones reflected in Days After Contract Award (ACA). The project plan and time table will reflect the requirements of each Authorized User's project requirements.

Event	Planned Schedule
• Project Kick-Off Meeting	Within 5 Days ACA
• Site Survey	Within 10 Days ACA
• Installation of Software	Within 20 Days ACA
• Configuration and Testing	Within 20 Days ACA
• Training	Within 30 Days ACA
• User Acceptance Testing	Within 30 Days ACA
• Completion of All Project Deliverables	Within 45 Days ACA

5. Deliverables

Provide a high level list of all contract deliverables for this engagement.

In addition, Serco will provide copies of any briefing materials, presentations, or other information developed to support this engagement.

6. Acceptance Criteria

Acceptance Criteria for this contract will be based on a mutually agreed to User Acceptance Test designed by Serco and the Authorized User to insure all of the required functionality required for the new system has been delivered. Serco will provide the user with a detailed test plan and acceptance check list based on the mutually agreed upon User Acceptance Test Plan. This UAT Plan check-list will be incorporated into Exhibit D. Please refer to the User Acceptance Test Plan document incorporated in Exhibit A of the contract for specific Acceptance Criteria for this contract.

This section should reflect any mutually agreed upon modifications to the User Acceptance Test and Acceptance Criteria specific to this engagement.

Each deliverable created under this contract will be delivered to the Authorized User with a Deliverable Acceptance Receipt. This receipt will describe the deliverable and provide the project manager with space to indicate if the deliverable is accepted, rejected, or conditionally accepted. Conditionally Accepted deliverables will contain a list of deficiencies that need to be corrected for the deliverable to

be accepted by the Project Manager. The Project Manager will have five days from receipt of the deliverable to provide Serco with the signed Acceptance Receipt unless an alternative schedule is mutually agreed to between Serco and the Authorized User in advance.

7. Place of Performance

Tasks associated with this engagement will be performed at _____ Authorized User's locations in _____, Virginia, at Serco's location in _____ or other locations as required by the effort.

8. Assumptions and Project Roles and Responsibilities

Serco's success in delivering the type of complex information technology support required by the Commonwealth of Virginia is the result of establishing a partnership with our clients and insuring that the goals and objectives, risks, and benefits are known at the onset of a project. This approach insures that all of our resources are focused on insuring the success of your project. Exhibit A contains the specific assumptions for this Contract. This section contains assumptions specific to this engagement.

The following roles and responsibilities have been defined for this engagement:

(Sample Responsibility Matrix)

Responsibility Matrix	Serco	VITA
Infrastructure – Preparing the system infrastructure that meets the recommended configuration defined in Exhibit A of the Contract		√
Server Hardware		√
Server Operating		√
Server Network Connectivity		√
Relational Database Management Software (Installation and Implementation)		√
TRIM Context Server Modules – Installation and Implementation	√	
PC Workstations – Hardware, Operating System, Network Connectivity		√
PC Workstations – RDBMS Client Software		√
TRIM RMA Application Installation on PC Workstations	√	
Wireless Network Access Points	√	
Cabling, Electric and User Network Connectivity from Access Points		√
Wireless Mobile Computing Products – Scanners, printers	√	
Project Planning and Management	√	√
Requirements Analysis	√	√
Application Design and Implementation	√	
Product Installation, Implementation and Testing	√	
Conversion Support	√	
Conversion Support -- Subject Matter Expertise		√
Documentation	√	

Training	√	
Product Maintenance and Support	√	
Problem Tracking	√	√
Troubleshooting – IT Infrastructure		√
Troubleshooting – TRIM Context and Mobile Computing, RMA Solution	√	

9. Cost Proposal and Pricing

Products shall be billable Net 30 from date of shipment.

Professional services shall be delivered in three equal milestone payments to coincide with (1) the completion of the project plan, requirements definition, and site survey for the installation of the Software and other Contract products; (2) completion of the implementation of the new RMA environment, and (3) completion of the user acceptance test, conversion, and systems administrator and user training.

Serco's cost proposal reflects project support for a period of _____ days after contract award. This includes all of the products, services, training, and support necessary to implement the application solution.

The cost proposal for this engagement reflects all costs associated with provision of labor, materials, facilities, and other direct costs associated with delivery of the products, application engineering and support services. This includes program and project management support to facilitate the management of the effort at _____'s location in _____, Virginia, at Serco's location in _____ or other locations as required by the effort.

The Commonwealth will reimburse Serco for travel associated with execution of this engagement. Serco and its subcontractors will invoice the Commonwealth for reasonable travel expenses to include long distance travel, lodging, meals, and reasonable out of pocket expenses to include car rental and parking expenses in accordance with Commonwealth of Virginia travel policies (published by the Virginia Department of Accounts <http://www.doa.virginia.gov/procedures/adminservices/capp/pdfdocs/20335.pdf>). Local travel between Serco's offices in _____ are not billable to VITA. Serco and its partners will exert its best efforts to minimize expenses incurred on behalf of the Commonwealth. Travel will be billed monthly.

10. Holdbacks and Payment Milestones

Provide project specific holdbacks and payment milestone pricing for the deliverables associated with this engagement.

11. Point of Contact

For the duration of this project, the following project managers shall serve as the point of contact for day-to-day communication:

Authorized User [REDACTED]

Serco: [REDACTED]

By signing below, both parties agree to the terms of this Exhibit.

Supplier

By: _____

(Signature)

Name: _____

(Print)

Title, Its: _____

Date: _____

Authorized User

By: _____

(Signature)

Name: _____

(Print)

Title, Its: _____

Date: _____

**EXHIBIT E1
CONTRACT NUMBER VA-060412-SRCO
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
SERCO, Inc.**

Exhibit E1 is hereby incorporated into and made an integral part of Contract Number VA-060412-SRCO ("Contract") between the Virginia Information Technologies Agency ("VITA" or "Commonwealth" or "State") and Serco, Inc. ("Serco" or "Contractor").

In the event of any discrepancy between this Exhibit E1 and Contract No. VA-060412-SRCO, the provisions of Contract No. VA-060412-SRCO shall control.

STATEMENT OF WORK

**IT Portfolio Project for Virginia Information Technologies Agency
Serco, Inc.**

Date: March 31, 2006

Entity: Virginia Information Technologies Agency

User Contact Information:

Gary Weaver, VITA
411 E. Franklin Street
Richmond, VA 23219
804-225-2954
gary.weaver@vita.virginia.gov

Project Sponsor: Cheryl Clark
Deputy CIO

1. Project Scope and Understanding of the Requirements

VITA has determined a need to implement an IT Portfolio Project to automate the portfolio and project management and related functions through deployment of an integrated project and portfolio management COTS application. The application will provide a web-based application accessible through all standard agency desktop and laptop computers. The Solution will provide the implementation of tracking, reporting and visibility regarding the status of ongoing and proposed IT projects. The Commonwealth level Solution will include IT portfolio/investment management, strategic, IT planning, project oversight and dashboard reporting at the Commonwealth level. The VITA level Solution functionality will include project management, work flow/process, document management, resource management, project cost accounting, time reporting and dashboard reporting at the agency level.

- (a) In a combined Project Portfolio Management implementation using a Fast Track and Project Resource Management Add-on, Serco recommends an approach that has three release steps:

- Phase 1 – IT Project Portfolio Status reporting through the implementation of ProSight's Fast-track Solution for Project Portfolio Management (PPM) components and base Portfolios product.
 - Phase 2 – Linkage to VITA's project management environment.
 - Phase 3 – Resource Management through the implementation of the ProSight Portfolios Bridge for MS Project Server 2003 and ProSight's Resource Manager (PRM) solution.
- (a) This recommended, three-step, process gives VITA the requisite time to learn, implement and manage the process changes as they transition to a top-down project portfolio management process using appropriate stage-gates and review boards. It also provides the greatest benefit from the planned effort.
- (b) After the system's successful installation and the VITA transition to a project portfolio management approach, we will then address the linkage to their bottom-up resource management processes and applications. This gives VITA the time to implement MS-Project Server and to complete the not insignificant process and structural changes within IT to use a standard project template (work breakdown structure) for each project – a key requirement to obtain the most benefits from the integrated Portfolios – PRM - MS Project workflow.

Serco's approach to portfolio management enables the VITA to address multiple project/portfolio domain elements such as: New Development, Enhancement, Maintenance, Upgrade and Commercial Package Implementation projects as well as other domains. Throughout this effort, Serco will provide guidance that enables VITA to benefit from our prior experience and knowledge of best practices.

VITA desires to minimize staff re-work and maximize the utility of both the ProSight Portfolios application and data to be contained in MS Project Server. Serco will configure and install ProSight's MS Project Bridge™, a pre-configured data transformation between the ProSight Fast Track Playbook™ Methodology and Microsoft's MS Project Server 2003.

The installation of the MSP Bridge will enable VITA to eliminate duplicate manual entry of Project Initiation information and project detail information through this two-way automated data transform. Following the installation of the ProSight Portfolios system and the Fast Track configuration on the development server, the MSP Bridge implementation will be installed and tested, followed by training on its use for both project managers and system administrators.

2. Contract Products and Services to Support the Requirements

a. Products

ProSight Portfolios Fast-track for PPM
ProSight Portfolios Server Software V 6.0
ProSight Resource Manager (PRM) and ProSight Resource Manager Bridge
ProSight Integration to Microsoft Project Server(MSP) 2003 /MSP Bridge
ProSight Annual Software Maintenance Services
ProSight Server and PRM user licenses

Implementation services for
installation and configuration of
above

b. Services

Serco intends to provide the installation and configuration services to accomplish the following to meet the requirements and assumptions of Exhibit A. of the Contract:

			VITA
IT Portfolio Management			
Provide an Enterprise View of IT Investments (assets and projects).	Serco Business Analysts will provide the configuration of the tool to model the business process flows and workflow processes to present an Enterprise level view of the IT Investments.	Will provide the business process flows and data. Will provide Business Analysts to develop the workflow processes.	
Provide an Enterprise View of investments across the life-cycle.	Serco Business Analysts will configure the tool according to the lifecycle data supplied by the VITA Business Analysts.	Same as above	
Develop workflows that will standardize Commonwealth project management policies, standards, and guidelines.	Serco Business Analysts will configure the tool to model the business process flows, templates, and tools stemming from policies, standards, and guidelines.	Will provide business process flows, templates, and tools stemming from policies, standards, and guidelines. Will provide the Business Analyst to develop the workflow process.	
Build in ITIM best practices as defined by the Commonwealth of Virginia, ITIM Standard.	Serco Business Analysts will configure the tool to provide ITIM standards and business process flow according to Commonwealth of Virginia ITIM Standards.	Will provide ITIM standard and business process flow. Will provide Business Analyst to develop the workflow process.	
Configure Balanced Scorecard methodology/view.	Serco Business Analysts will configure the tool to provide the balanced scorecard methodology.	Will provide the balanced scorecard methodology. Will provide Business Analyst to develop the workflow process.	

Activity	Serco	VITA
"What if" planning.	Serco Business Analysts will provide training and examples of "What if" planning scenarios for VITA data.	Will provide the data and organizational data.
Develop and view trend charts.	Serco Business Analysts will configure the tool to provide trend charts and link to specified documents.	Will provide the requirements and data for trend chart development. Will provide DBAs/Functional Leads to develop.
Access multiple portfolios, costs, and assets.	Serco will provide training to designated users as specified elsewhere in the contract.	Will attend training.
Use, track, and report on metrics for benefit, cost, alignment and risk, financial return, and constraints.	Serco Business Analysts will configure the tool for metrics calculation, reporting, and tracking.	Will provide metric requirements. Will provide a Functional Lead to develop.
Create the executive dashboard (Major IT Status Dashboard).	Serco Business Analysts will configure the tool to show the executive dashboard.	Will provide the data, requirements, and the field layouts/view. Will provide a Functional Lead to develop.
Develop views of investments/assessments by budget, cost benefit ratio.	Serco Business Analysts will configure the tool to provide scorecard and investor map views of investments/assets by budget and cost benefit ratio.	Same as above
Develop views of project/assets cost by resources, period, year, and agency.	Serco Business Analysts will configure the tool to provide scorecard and investor map views of project/assets cost by resources, period, year, and agency.	Same as above.
Develop views of funding sources by business units and agency, assets.	Serco Business Analysts will configure the tool to provide form, scorecard and investor map views of funding sources by business units and agency, assets.	Same as above.
Develop views of resource capacity.	Serco Business Analysts will configure the tool to provide views of resource capacity.	Same as above.

Request	Serco	VITA
Develop views of IT investments by strategic goals and objectives – alignment.	Serco Business Analysts will configure the tool to provide scorecard and investor map views of investments by strategic goals and objectives-alignment.	Same as above.
Develop views of spending patterns and spending drivers.	Serco Business Analysts will configure the tool to provide scorecard and investor map views of spending patterns and spending drivers.	Same as above.
Develop views of project risk metrics, budget, schedule, weighted risk score, mitigation, owner, risk alerts, and triggers.	Serco Business Analysts will configure the tool to provide scorecard and investor map views of project risk metrics, budget, schedule, weighted risk scores, mitigation, risk owners, risk alerts, and risk alert triggers.	Same as above.
Develop views of portfolio value.	Serco Business Analysts will configure the tool to provide scorecard and investor map views of portfolio value.	Same as above.
Develop views of portfolio demand, resource demand.	Serco Business Analysts will configure the tool to provide scorecard and investor map views using criteria provided by VITA.	Provide filtering requirements. Will provide Functional Lead to develop.
Develop enterprise wide solution for capturing, cataloging, evaluating product/tech ideas and requests.	Serco Business Analysts will configure the tool to capture, catalog, and evaluate product/tech ideas and requests based upon the business processes defined by VITA.	Will provide requirements and business process. Will provide Functional Lead to develop.
View cost analysis of incidents/unplanned work, by date, priority, and other metrics.	Serco Business Analysts will configure the tool to provide scorecard and investor map views of incidents/unplanned work by date, priority, and metrics as provided by VITA.	Will provide the metrics. Will provide the Functional Lead to develop.

Activity	Inputs	VITA
Implement workflow for IT Investment Board approval process.	Serco Business Analysts will configure the tool to provide a workflow mechanism for the ITIB approval process.	Will provide the business process flows, requirements, and gates. Will provide the Functional Lead to develop.
Develop cost benefit metrics.	Serco Business Analysts will configure the tool to provide cost benefit metrics and calculations as defined by VITA.	Will provide the cost metrics. Will provide the Functional Lead to develop.
Develop alerts to users when investment factor is triggered (need to define factor metrics).	Serco Business Analysts will configure the tool to provide alerts based upon the metrics provided by VITA.	Will provide the metrics and business processes. Will provide the Functional Lead to develop.
Provide a document storage area.	Serco Business Analysts will configure the tool to provide document storage/linkage and provide training for designated VITA staff.	Will attend training. Will provide templates. Will provide Functional Lead to upload templates.
Input project/portfolio financial data.	Serco Business Analysts will configure the tool to accept project/portfolio data and load VITA provided data into the tool.	Will attend training. Will provide field types and data. Will provide Functional Lead.
View project risk matrix, technical, budget, organizational, schedule, and risk score.	Serco Business Analysts will configure the tool to provide scorecard and investor map views of project risk matrices, technical, budget, organizational, schedule, and risk scores.	Will provide metrics, forms, and business processes. Will provide Functional Lead.
Track project risks, mitigations, dates, and risk owners.	Serco Business Analysts will configure the tool to provide tracking of project risks, mitigations, dates, and risk owners	Will attend training.
Track project schedule data.	Serco Business Analysts will configure the tool to track project schedule data.	Will attend training.

Activity	Serco	VITA
Track project funding and value.	Serco Business Analysts will configure the tool to track project funding data and project value.	Will attend training.
Match projects to key objectives, strategic goals	Serco Business Analysts will configure the tool to match projects to key objectives and strategic goals.	Will provide objectives and strategic goals. Will provide Functional Lead.
Track project manager qualifications, training classes, qualifications, and scores.	Serco Business Analysts will configure the tool to track project manager qualifications, training classes, PM qualifications, and PM test scores.	Will provide metric "checkboxes." Will provide URL to link to PMDP. Will provide the Functional Lead to configure.
Create existing reports from RTIP and ITIB.	Serco Business Analysts will configure the tool to create existing reports from RTIP and ITIB.	Will provide copies of the RTIP and ITIB reports and CATSPA database for development. Will provide the Functional lead to configure. Will send Functional lead to Actuate training to learn how to develop custom reports.
View cost over-runs, revenue forecasts, and work-in-progress.	Serco Business Analysts will configure the tool to provide form, scorecard, and investor map views of cost over-runs, revenue forecasts, and work-in-progress.	Will attend training.
Initiate, close, and approve projects.	Serco Business Analysts will configure the tool to initiate, close, and approve projects based upon the business processes and requirements provided by VITA.	Will provide business processes and requirements. Will provide Functional Lead to develop.
View reports at various agency organizational levels.	Serco Business Analysts will configure the tool to provide form, scorecard, and investor map views at agency organizational levels.	Will provide existing reports and business processes. Will provide Functional Lead.

Function	Serco	VITA
View enterprise architectural reviews.	Serco Business Analysts will configure the tool to provide views of enterprise architecture reviews based upon data and requirements supplied by VITA.	Will provide metrics (flags), business processes, and requirements for EA reviews. Will provide Functional Lead.
Select, use, and track project life-cycles.	Serco Business Analysts will configure the tool for VITA supplied project life-cycles and provide instruction on using these with existing and new project.	Will attend training.
Categorize procurements/IT investments as major/non-major.	Serco Business Analysts will configure the tool to categorize procurements/IT investments as major/non-major.	Will provide requirements, and APR business processes. Will provide Functional Lead to develop APR workflow.
Provide the ability to view and manage procurement cost data to projects.	Serco Business Analysts will configure the tool to view and manage procurement cost data to projects	Will provide the data, requirements, and the field layouts/view. Will provide a Functional Lead to develop.
Provide the ability to view and manage IT Strategic Planning data.	Serco Business Analysts will configure the tool to view and manage IT Strategic Planning data.	Will provide the data, requirements, and the field layouts/view. Will provide a Functional Lead to develop.
Calculate and display level of project complexity based on metrics provided.	Serco Business Analysts will configure the tool to Calculate and display level of project complexity based on metrics provided.	Will provide business process and templates. Will provide a Functional Lead to develop.
Display and track project approval process.	Serco Business Analysts will configure the tool to Display and track project approval process.	Will provide the business process and template. Will provide a Functional Lead to develop.
Provide quality control metrics, views, and reports through a project life-cycle.	Serco Business Analysts will configure the tool to Provide quality control metrics, views, and reports through a project life-cycle.	Will provide the metrics and view layout. Will provide a Functional Lead to develop.

Activity	Serco	VITA
Provide the capability to define points in time for IV&V audits to occur during the project life-cycle.	Serco Business Analysts will configure the tool to define points in time for IV&V audits to occur during the project life-cycle.	Will provide the business processes and requirements for IV&V audits. Will provide a Functional Lead to develop.
Provide web-access to a collaborative tool permitting sharing of documents, project plans, and other project related items in a centralized area, hosted and administered by Serco. The eRoom tool (based upon Documentum) will be provided for the duration of the project for Serco and VITA staff working on the tasks outlined by this SOW.	Stand-up eRoom, provide access for all Serco and VITA staff working on this SOW and administer the eRoom application.	

Data Management/Migration/Interfaces

Serco will assist VITA in designing and creating the imports and migrations to transform and load existing data from current Commonwealth systems. VITA is responsible for providing all data. CARS, PeopleSoft and eVA will be the import data source of record. Data will be migrated from CATSPA, the Major IT Project Status Dashboard, and the VITA Internal Portfolio databases. No interfaces are in scope. For purposes of this SOW an interface is defined as a two-way exchange of data. The tasks outlined in this SOW refer only to a one-way exchange of data from VITA data sources into the CTP tool.

Security

The Commonwealth Solution will support Windows Authentication and access protocols, will comply with VITA password usage policy for Web interfacing applications, data will be available both inside and outside firewalls with proper security and authorization, unauthorized registrations will be prevented, the application will provide an audit trail detailing all transactions involving create, update, and delete activities, views and data access are restricted through the use of roles and security settings, VITA will host the application and the application will support partitioning of the data and views for each agency portfolio as specified in the RFP requirements. Solution information can be rolled up into an enterprise view.

c. Training and Knowledge Transfer

Serco will provide training services to VITA authorized users according to user roles and responsibilities. A "train the trainer" curriculum will be developed and provided to VITA.

Training will include:

- Orientation for up to 15 Business Users
- Training for up to 3 Systems Administrators
- Training for up to 3 Database Administrators
- "On the job Training" (OJT) for the Business Users during the life of the project
- Provide "train-the-trainer" instruction for VITA trainers

Training courses, schedules will be provided to VITA. Training and materials will include descriptions of the base and configured application, descriptions of major functions, operating procedures for screens and activities, and a technical reference document covering the application and components.

d. Support

Serco will provide support as defined in the Contract.

3. Project Plan and Time Table, Period of Performance

Serco's will assist VITA in the finalization of the project plan.

Following are milestones reflected in Days After Contract Award (ACA). The project plan and time table will reflect the requirements of each Authorized User's project requirements.

Event	Planned Schedule
Project Kick-Off Meeting	Within 10 Days after ACA
Installation of Software	Starts NLT 30 Days After Kick-off
Software Acceptance Test	Starts 3 Days After Software Load
Phase 1 and 2 Acceptance Test	Within 60 Days After Kick-off
Training – Orientation	Within 16 Days After Kick-off
Phase 3 Acceptance Test	Within 120 Days After Kick-off
Train the Trainer Classes	Within 115 Days After Kick-off
Completion of All Project Deliverables	Within 130 Days After Kick-off

4. Reporting

Serco will provide weekly inputs for status and oversight reporting to the VITA Project Manager. As required Serco will also participate in:

- Daily Team Meetings as required
- Weekly Risk Management meetings
- Monthly project plan reviews
- Monthly attendance at the internal agency oversight committee meeting (IAOC)

5. Deliverables

The following constitute the deliverables from the tasks required under the contract:

- 1) Submission of weekly status reports.
- 2) Provide executive level demonstration to the ITIB.
- 3) WBS and Resource list for tasks from Serco.
- 4) Agreed acceptance of project plan document.
- 5) Provide application Software and Add-ons (see above for version information).
- 6) Software acceptance plan script.
- 7) Software Installation accepted by VITA.
- 8) Requirements Definition Document accepted by Serco and VITA.
- 9) Orientation training delivered by Serco.

- 10) Solution acceptance of IT Portfolio Management and Project Management configuration, completion of user acceptance tests (Phase 1 & 2).
- 11) IV&V approved recommendations.
- 12) Solution acceptance of Resource Management configuration (Phase 3), completion of user acceptance tests.
- 13) Training plan and training materials
- 14) Conduct Phase 3 Orientation training.
- 15) Conduct System Administrator training.
- 16) Conduct Database Administrator training.
- 17) Support Services Procedures Manual.

In addition, Serco will provide copies of any briefing materials, presentations, or other information developed to support this engagement.

6. Acceptance Criteria

The acceptance testing will be performed in three stages:

1. Installation and Acceptance of the installed Software
 - i. Serco will provide a test script to verify successful SW installation.
 - ii. Serco will assist with the development of the SW acceptance test report.
2. Installation and Acceptance of the developed configuration for the IT Portfolio and Project Management requirements (Phases 1 and 2).
 - i. Serco will assist with the development of the Solution acceptance test plan.
 - ii. Serco will assist with the development of the Solution acceptance test report.
3. Installation and Acceptance of the Resource Management configuration (Phase 3).
 - i. Serco will assist with the development of the Solution acceptance test plan.
 - ii. Serco will assist with the development of the SW acceptance test report.

VITA approval of the test reports will constitute the formal acceptance of the Software and Solution.

7. Place of Performance

Tasks associated with this engagement will be performed at VITA locations in Richmond, Virginia or at Serco's offices in Vienna, Virginia as required.

8. Project Roles and Responsibilities

A team of both technical and subject matter specialist from both organizations will be required to ensure the success of this multiphase CTP project for VITA. The team described below will be responsible through the duration for their individual responsibilities, communication and collaboration. Our proposed project organization (shown below) is based on the Integrated Project Team (IPT) concept where project teams are formed to leverage core technical skills to bring the very best talent, as it's needed, to each project. Our IPT approach has been proven to be successful on thousands of projects and to be client responsive, maximize efficiency, and establish clearly defined reporting relationships for all project team members.

Serco Integrated Project Team Organization

Org.	Team Role	Responsibilities
VITA	Project Sponsor	Business sponsor for project from an executive role within the organization to ensure commitment and support at all levels within the organization
	Project Manager	Day-to-day operations and management of project from the client side.
	Technical Lead	Oversees System technical implementation.
	Functional Leads	Lead project efforts for project implementation of business rules.
	Developer	Configuration management for tool.
	Quality Assurance Test Manager	Test manager and administrator of test activities.
	System Administrator	Systems support staff to work with Serco personnel to ensure the appropriate access rights and configurations are in line with the organizations' IT policies.
	Database Administrator	Systems support staff responsible for the underlying RDBMS Work with Serco personnel to ensure that appropriate access rights and configurations are in line with the organizations' IT policies.
	Business User	Systems support staff or business staff responsible for the ongoing management of the new solution. Work with Serco personnel to ensure the appropriate access rights and configurations are in line with the organizations' IT policies.
	Subject Matter Expert (SME)	Functional expert in specific subject matter relevant to the project. These will include functional and business requirements, IT strategic planning process, CARS, and the Commonwealth Project Management Guidelines
	Trainer	Individual responsible for ongoing training programs within the customer organizations.
Serco	Practice Director	Serco executive responsible for overall project success and support.
	Project Manager (Key Staff)	Individual responsible for day-to-day operations of the Serco team.
	Business Consultant (s)	Consultant responsible for architecting the individual client requirements into a deliverable solution. Works directly with the business and IT teams to address business and technical requirements, limitations, and restrictions.
	Technical Consultant	Responsible for code development for requirements that can not be met through configuration of "out-of-the" product.
	Training Consultant	Responsible for reviewing the solution and delivering user training and training documentation that are focused around the business solution.
	Independent Quality Assurance	Establishes and maintains a process for evaluating the software configurations, customizations, and associated documentation. Conducts formal and informal reviews at predetermined points in the lifecycle of the project.

Serco resumes are provided in Attachment 1 to this Exhibit C1.

9. Assumptions

- **VITA Project Team:** will own and commit the resources necessary to articulate the data/information needs, process description, and organizational requirements for the accurate configuration and deployment of the CTP tool.
- **Serco Project Team:** will work with the VITA Project Team to insure that the scope and objectives outlined in this SoW are maintained in good faith. The Serco Project Manager will strive to notify the VITA Project Team on any event that could impact the scope and objectives outlined in this SoW.
- **Project Location.** Required on-site work will be performed at Serco or VITA offices in Richmond, VA. Travel to any other location will not be required.
- **Project Team Work Environment.** VITA will provide adequate workspace, conference rooms, and facilities for the Serco Project Team and access to telephones and network-based facilities for on-site work.
- **Availability of VITA Management.** Issues may arise which will impact key decisions, time frames, project direction, project resources, priorities, and other critical factors. VITA management personnel will be available to make key decisions, commit necessary resources, and establish a sense of priority and urgency to successfully complete the project on a timely basis. Similarly, VITA will request this same support from Serco management personnel that may be required to resolve such issues.
- **Availability of VITA Personnel.** Appropriate, qualified personnel and documentation/information will be available on a timely basis. VITA Project Team personnel will accept responsibility for their assigned tasks and will complete them within the specified schedule and at adequate levels of quality.
- **Scope Control.** Requested scope changes will be submitted to the designated Serco Project Manager via a written change order. If the request involves additional work, the Serco Project Manager will provide a written estimate to the VITA Project Manager. If no additional work is required, Serco will incorporate the changes requested into the work plan and report back to the VITA Project Manager. If additional work is required, any such work will require prior approval and authorization by VITA before the work is commenced.
- **Data Load.** VITA staff will perform data loading into the tool. PRM data will be loaded by the VITA staff member responsible. Serco will train the VITA staff to use the application and how to load data.
- **Determination of Business Rules and Performance Metrics.** VITA staff will provide business rules, life-cycle phases and deliverables, and performance metrics to the Serco team to be instantiated into the tool.

10. Phased Project Plan and Estimated Level-of-Effort (LOE) by Labor Category

Based on the Section 8 (Project Roles and Responsibilities) and Section 9 (Assumptions), Serco's estimated LOE by labor category is shown below.

Implementation Level-of-Effort (LOE) in Hours	
Labor Category	Base Year LOE in Hours
Practice Director	122
Project Manager	560
Business Consultant	1,560
Technical Consultant	360
Training Consultant	0
Sub-Total Hours	2,602
Training Level-of-Effort (LOE) in Hours	
Labor Category	Base Year LOE in Hours
Practice Director	8
Project Manager	20

Business Consultant	48
Technical Consultant	40
Training Consultant	280
Sub-Total Hours	396

11. Cost Proposal and Pricing

See Attachment 2 to this Exhibit E1. All travel and expenses are included in the Attachment 2 pricing. For any additional work beyond that defined in this Exhibit E1, the following travel and expense guidelines will apply:

The Commonwealth will reimburse Serco for travel associated with execution of this engagement. Serco and its subcontractors will invoice the Commonwealth for reasonable travel expenses to include long distance travel, lodging, meals, and reasonable out of pocket expenses to include car rental and parking expenses in accordance with Commonwealth of Virginia travel policies (published by the Virginia Department of Accounts <http://www.doa.virginia.gov/procedures/adminservices/capp/pdfdocs/20335.pdf>). Local travel between Serco's offices in _____ are not billable to VITA. Serco and its partners will exert its best efforts to minimize expenses incurred on behalf of the Commonwealth. Travel will be billed monthly.

12. Holdbacks and Payment Milestones

Provide project specific holdbacks and payment milestone pricing for the deliverables associated with this engagement.

Software Acceptance	100% of License and 1 st Year Maintenance Fees
Training Orientation completed	10% of Services
Requirements Definition Document Acceptance by VITA and Serco	10% of Services
Completion of Phase 1 – IT Project Portfolio Status reporting through the implementation of ProSight's Fast-track Solution for Project Portfolio Management (PPM) components and base Portfolios product	10% of Services
Completion of Phase 2 – Linkage to VITA's project management environment.	10% of Services
Solution Acceptance by VITA of Phase 1 & 2 by 1 Sep 2006.	30% of Services
End-User Training completed and Training Materials Approved by VITA	10% of Services

Completion of Phase 3– Resource Management through the implementation of the ProSight Portfolios Bridge for MS Project Server 2003 and ProSight's Resource Manager (PRM) solution by 1 Oct 2006.	10% of Services
Solution Acceptance by VITA of Phase 3	10% of Services

13. Point of Contact

For the duration of this project, the following project managers shall serve as the point of contact for day-to-day communication:

Authorized User: Gary Weaver

Serco: Christopher De Francisci

By signing below, both parties agree to the terms of this Exhibit.

Supplier

By: 

(Signature)

Name: Dirk B. Smith

(Print)

Title, Its: Vice President, Contracts

Date: 14 April 2006

Authorized User

By: 

(Signature)

Name: Cheryl Clark

(Print)

Title, Its: Deputy CIO

Date: 4/19/2006

**ATTACHMENT 1 to EXHIBIT E1
CONTRACT NUMBER VA-060412-SRCO
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
SERCO, Inc.**

Attachment 1 to Exhibit E1 is hereby incorporated into and made an integral part of Contract Number VA-060412-SRCO ("Contract") between the Virginia Information Technologies Agency ("VITA" or "Commonwealth" or "State") and Serco, Inc. ("Serco" or "Contractor").

In the event of any discrepancy between this Attachment 1 to Exhibit E1 and Contract No. VA-060412-SRCO, the provisions of Contract No. VA-060412-SRCO shall control.

1 Serco Personnel Resumes

The highly skilled SERCO staff members listed here will be supported by over 300 SERCO IT specialists and generalists in the DC Metro area and our pool of proven specialty small and disadvantaged businesses and small veteran owned businesses that we call in for special work and mentor as a demonstration of our support for federal, state, and local small business development programs.

Chris De Francisci - Key Personnel

Practice Director

NAME: Chris De Francisci

TITLE: CPIC Practice Lead - Serco, Inc.

WORK SUMMARY:

Over 28 years in a wide range of IT leadership, management, engineering, and business consulting positions working with civilian federal agencies, public and private companies, as well as small startup companies. Expertise in IT covers Portfolio Management, Enterprise Architecture, IT Governance, system architecture, enterprise management, information management, systems/database design/implementation, web global top level domain design/installation/management, and artificial intelligence expert-system and cased-based reasoning techniques.

EDUCATION:

M.S. Information Technology Management, Strayer University, Pending Completion 2006

M.A. Social Psychology, George Washington University, Washington, D.C., 1979.

B.S. Computer Science, University of Maryland, University College, College Park, MD, 1990.

B.A. Psychology, Villanova University, Villanova, PA, 1975.

B.A. English, Villanova University, Villanova, PA, 1975.

TRAINING AND CERTIFICATIONS:

Masters Certificate in Project Management, Villanova University, Villanova, PA, January 2005.

ProSight 3.0 Training September 2002

ProSight 4.0 Training December 2003

ProSight 5.0 Beta Tester and Training January 2005

Certificate Artificial Intelligence, Lockheed AI Center, Palo Alto, CA, September 1992.

SECURITY CLEARANCE: Secret (Interim)

QUALIFYING EXPERIENCE:

Serco – Senior Principal Consultant, Capital Planning **2005 – Present**

Subject matter expert and implementation lead on Capital Planning and Investment Control (CPIC), Governance, IT Portfolio Management, and Enterprise Architecture. Provides design, analysis, consulting, and implementation services around CPIC, IT Portfolio Management and Enterprise Architecture for federal agencies, management, organizational business, and technical leadership and services. Acts as the Serco subject matter expert on ProSight Portfolios solution design, analysis, and implementation.

ProSight, Inc. – Business Consultant **2003 – 2005**

Subject matter expert on FISMA, EA, and technical expert on ProSight Portfolios software. Provided business and technical solutions related to IT Portfolio Management, Enterprise Architecture, and other CPIC related issues to Federal and DoD agencies. Developed customized solutions for federal agencies to help manage the creation and submission of OMB Exhibit 300 and 53 forms. Assisted agencies in implementing procedures to manage IT investments according to OMB guidelines following the Select/Control/Evaluate procedure. Provided briefings, papers, and presentations to federal civilian and DoD CIO's and program directors on IT Portfolio Management and Select/Control/Evaluate procedures. In conjunction with the ProSight development team, outlined, designed, and implemented the Portfolios Enterprise Architecture offering. Acted as the subject matter expert and liaison between ProSight and Paragon Technologies to develop the ProSight EA White Paper. Provided the subject matter and industry expertise for the development of the ProSight Portfolios FISMA offering. Was a key member of the ProSight Portfolios troubleshooting team in the Federal services group.

Neustar, Inc. – Director IT Services **2001 – 2002**

Recruited and hired managers and staff to maintain and operate all the production systems running Registry Services (DOT-BIZ and DOT-US) and Telephone Number Pooling. Supervised installation of SUN E10000 and EMC Symmetrix systems, tested and brought them online, configured for each line of business, and managed all system

administrators, database administrators, and Web Masters using the systems. Developed backup/recovery plans, disaster recovery plans for the Registry and Numbering systems. Performed budget reviews, implemented business and spending plans, and analyzed monthly expenditures for the Information Technology area.

eCommSecurity, Inc. – VP Security

2001 – 2001

Managed and reviewed the technical implementation team projects, reviewed all sales, generated customer proposals for technical accuracy and clarity, and acted as project manager for larger clients.

ServerVault, Inc. – CTO

1999 – 2000

Personally recruited and hired the majority of technical staff and managers growing the company to over 20 employees from the original six.

Computer Associates International, Inc. – Technical Director

1996-1999

Managed a technical team within the civilian federal field services group responsible for handling technical account support for all civilian federal agencies.

TECHNICAL/PROFESSIONAL MEMBERSHIPS:

Project Management Institute
Association of Computing Machinery
Member of AFFIRM

David Cross

Business Analyst

NAME: DAVID M. CROSS

WORK SUMMARY:

Over 18.5 years in a wide range of IT leadership, management, teaching, engineering, and consulting positions including 12.5 years as a United States Army officer, followed by 6 years of information technology consulting service to the United States Army and the Executive Office of the President.

EDUCATION:

M.S. Electrical Engineering, Naval Postgraduate School, Monterey, CA, September 1993.

M.S. Computer Science, Naval Postgraduate School, Monterey, CA, September 1993.

M.S. Business Administration, Boston University Overseas Program, Heidelberg, Germany, January 1989.

B.S. Electrical Engineering, Rensselaer Polytechnic Institute, Troy, NY, May 1986.

PROFESSIONAL COURSES:

Graduate Certificate in Information Security Management, George Washington University,

Washington, D.C. March 2003 (6 graduate courses).

Professional Military Courses with the U.S. Army (USA) and U.S. Army Reserve (USAR)

Air Command and Staff College (ACSC), non-resident, Maxwell Air Force Base, AL,

current enrollment, (5 of 6 courses completed).

Command and General Staff College (CGSC), non-resident, Fort Leavenworth, KS, May 2004.

Teleprocessing Operations Officer Course, Air Force Institute of Technology, Wright-Patterson Air Force Base, OH, June 1991 (6 graduate courses).

SECURITY CLEARANCE:

US, Top Secret, SSBI (from DSS) investigation date: 2001-11-27

Concurrent TS/SCI Clearance with U.S. Army Reserves

QUALIFYING EXPERIENCE:

Serco – Principal Consulting Specialist

07/2000 – Present

- Served as Serco technical lead on Defense Intelligence Agency Portfolio Management project. Responsible for requirements analysis, metric analysis, and tool configuration. Implemented and configured ProSight Portfolios for DIA.
- From 03/2004 to present, serves as a subject matter expert on IT Policy to U.S. Army Information Technology Agency Information Management Support Center (USAITA IMCEN), Plans and Guidance section. IMCEN provides IT support to all Headquarters, Department of the Army (HQDA) customers in the National Capital Region (NCR). Support includes analysis of IMCEN policy and procedures with respect to performance metrics. Ensures IMCEN guidance incorporates a common language consistent with other external policies and guidance to allow seamless integration and understanding by all customers.
- From 03/2003 to 03/2004, served as RCI technical lead for process improvement and software quality assurance using the Software Engineering Institute Capability Maturity Model for Software (SEI-CMM-SW). Developed metrics and evaluation procedures for assessing project performance (e.g. cost, schedule, risk) across all software engineering key practice areas. Conducted quality assurance surveillance and project evaluations for software engineering projects.
- From 07/2000 to 03/2003, part of the team which defined the Enterprise Architecture of the Army personnel community and developed the Army G-1 Virtual Repository consisting of the System of Systems Architecture (SOSA) tool and Total Army Personnel Metadata Repository (TAPMR) tool. The Virtual Repository provides a complete picture of the Enterprise Architecture and documents the alignment of IT systems with business functions and processes. Provides information/data required for

DoD's Business Management Modernization Program (BMMP) and IT portfolio management. SOSA/TAPMR support the selection and evaluation of legacy systems for both new and ongoing IT investments associated with the development of the Army Enterprise Human Resources System (eHRS) and integration with the Defense Integrated Military Human Resources System (DIMHRS).

- From 07/2000 to 03/2003, served as a team lead and technical consultant for the DCSPER IMO. Researched, assessed and evaluated a wide range of information technology areas in support of the Army's enterprise transformation effort. Topics included information security and information assurance (IA), public key infrastructure (PKI), critical infrastructure protection (CIP) and continuity of operations (COOP), C4ISR architecture [Command, Control, Communications, Computers, Intelligence, Surveillance and Reconnaissance], smart card and biometric technology, electronic commerce/electronic business, computer networking, and communications systems.
- Served as a representative for the Army personnel community to numerous Army G6/CIO working groups and the Financial Management Modernization Program (FMMP) working group responsible implementing policies for the selection, evaluation and control of IT investments. Continues to provide consulting support for enterprise systems and architecture analysis, data migration, and strategic readiness system (SRS) tasks.
- From 09/2001 to 10/2001, served as team lead to provide direct operational support to the Army Deputy Chief of Staff for Personnel Information Management Officer (DCSPER IMO) to provide continuity of operations and reconstitution support after the 9/11 attack on the Pentagon destroyed the DCSPER spaces. Commended by the Army DCSPER for the support provided during the crisis.
- From 10/2000 to 03/2001, developed the C4ISR/AF compliant Operational Architecture (OA) and System Architecture (SA) documents for the issuance of the Common Access Card (CAC) to members of the Army. The CAC will provide identification, network access, and building access to members of the Department of Defense. Prepared the plan for issuing the CAC in a tactical environment.
- From 07/2001 to present, provided contract and accounting management support for multiple contracts across several RCI business divisions. These contracts included RCI as the prime with subcontractors and RCI as a subcontractor, and were of multiple types including Time and Material (T&M), Firm Fixed Price (FFP), and Cost Plus Fixed Fee (CPFF).

SNVC, L.C. – Senior Engineer

02/1999 – 06/2000

- Providing oversight and tracking for the development of system contingency plans and operational contingency plans for automation failures of systems supporting the Army Personnel Community under the direction of the Army DCSPER Y2K Office. Involved in planning a reorganization of the Y2K team to an Information Assurance role following the millennium transition efforts.
- Project technical lead for re-engineering of two computer systems at the Executive Office of the President, supporting the Vice President of the United States. Designed

and implemented the applications on the Windows NT client-server environment using MS Access.

United States Army Officer

07/1986 – 02/1999 (Active), presently in Reserves

February 1999 – present: *Major, U.S. Army Reserve, Staff Officer, Combined Interoperability Branch, J6 (Command, Control, Communications, and Computers, Headquarters, Pacific Command.*

- Works on international interoperability issues for communications and computer systems.

June 1995 – January 1999: *Captain, U.S. Army Signal Corps, Assistant Professor, Department of Electrical Engineering and Computer Science, United States Military Academy, West Point, NY.*

- Taught computer organization and architecture, a multi-topic electrical engineering survey course to mechanical engineering students, and introductory computer programming courses.

November 1993 - May 1995: *Captain, U. S. Army Signal Corps, Republic of Korea.*

- Company Commander for the headquarters of the signal battalion responsible for strategic communications support to the US military forces in the northern half of the Republic of Korea. Communications services provided included microwave and fiber optic backbone systems, telecommunications center operations, and telephone and automation support. Prior to command, was the maintenance officer for a signal battalion responsible for establishing a tactical communications network in wartime as backup and adjunct to the strategic backbone network.

January 1987 - August 1991: *Lieutenant, U. S. Army Signal Corps, Germany.*

- Planned secure VHF, radio-teletype, and telephone operations for a nuclear-weapons capable field artillery battalion in the Federal Republic of Germany. Managed classified communications security (COMSEC) material, including material related to nuclear weapons control, receiving two awards for outstanding account management.

TECHNICAL/PROFESSIONAL MEMBERSHIPS:

Institute of Electrical and Electronic Engineers (IEEE), since 1996.

Armed Forces Communications Electronics Association (AFCEA), since 1985.

Association of the United States Army (AUSA), since 1985.

Brendan Curvey

Business Analyst

BRENDAN CURVEY

WORK SUMMARY: Mr. Curvey has ten years of commercial sector experience in information technology and management consulting. His work has focused on business process improvement, performance

Brendan Curvey – p. 2

HBS Community Partners Program

05/98 – 08/98

Associate

Mr. Curvey used the Balanced Scorecard (BSC) to develop and implement a performance measurement tool for a social service agency. Senior management used tool as a key driver of strategy implementation. Mr. Curvey analyzed the organization to identify the activities and success factors in each aspect of the BCS that were critical to fulfill the mission of the organization. Performance metrics and targets were identified based on these key success factors. The project was conducted in cooperation with McKinsey & Co., The United Way, Harvard Business School, and The Stanford Graduate School of Business.

CSC Consulting

08/92 – 08/97

Senior Consultant

Mr. Curvey led analysis and development teams to build and integrate information systems for multiple clients. Functions included business process analysis, system requirements analysis, design, planning, and project coordination and management. All projects included immediate interaction with client management, subject matter experts, and end users to ensure functional accuracy and customer satisfaction. The systems provided improved accuracy and usability in such diverse industries as the oil and gas industry, financial services, health care management, and the railroad industry.

Edna Cummings

Business Analyst/Training Consultant

NAME: Edna Cummings

TITLE: Senior Consulting Specialist

CLEARANCE: Top Secret Clearance

WORK SUMMARY:

Edna has over 28 years of diverse experience in operations logistics, training and Human Resources. She has served as a Reserve Component Integrator/Coordinator for the North American Aerospace Defense (NORAD) and US Northern Command., also as the Chief Emergency Operations, Chief Army Reserve and Director of Military Support for the Consequence Management Program Integration Office (AGR). Edna has extensive experience in training and curriculum development and is a graduate of the Army Command and General Staff College.

EDUCATION:

Master of Strategic Studies, Army War College, Carlisle, PA

Master of Science, Foundations of Education, Troy State University, Troy AL
Graduate Courses, Conflict Resolution, Columbia College, Columbia, SC
US Army Command and General Staff College
Basic and Advanced Courses, US Army Quartermaster School, Fort Lee, VA
BS, Social Studies, Appalachian State University

TRAINING AND CERTIFICATIONS:

Mobilization and Emergency Response: Emergency Operations Center Certification (Army Operations Center, First US Army and USNORTHCOM/NORAD); DoD Emergency Preparedness Course, Mt. Weather, VA; Homeland Defense and Consequence Management Symposiums and Workshops, Carlisle, PA; Defense Coordinating Officer Training (GA, MS, IN and MD); Regional Interagency Steering Committee exercises (FEMA Regions III and IV); Force Integration Course and How the Army Runs, Fort Belvoir, U.S. Army Quartermaster Advanced and Basic Courses, Fort Lee, VA; Nuclear, Biological, Chemical Defense Course, Fort Benning, GA

Leadership, Instruction and Diversity: Equal Opportunity Adviser Certification, Defense Equal Opportunity Institute; Capitol Hill Workshop on Legislative and Executive Process and Total Quality Management, and Department of the Army Equal Employment Opportunity for Management and Executives WASH DC; 7 Habits of Effective People, Ft. Gillem, GA; Military Science Instructor Certification, US Army Cadet Command, Hampton, VA; U.S. Army Quartermaster Advanced and Basic Courses, Fort Lee, VA

Information Technology: Information Technology Infrastructure Library (ITIL) Foundations; Peregrine and Remedy Asset Management Introduction Courses, Microsoft Office, Visio and MS Project.

QUALIFYING EXPERIENCE:

July 2005 – Present, Director of Homeland Security Initiatives and Human Resource Solutions, Resource Consultants (Serco, March 2005): Promotes Serco's homeland security capabilities to support local, state and federal clients with training and exercises, open source information analysis, emergency operations center support, plans and policy development and interagency coordination. She also has managerial responsibilities for a contract vehicle to support federal clients with human resource solutions through a 10 member contractor team that includes IBM, Deloitte, SRA International, MPRI and others. MS Cummings supported the Army's implementation of a web-based benefits portal and the Defense Intelligence Agency's organizational processes to implement ProSight, a portfolio management tool for the General Defense Intelligence Program's IT investments. She is a member of an advisory board to the Department of Education to integrate homeland security into the US education system.

March 2005 – July 2005, Senior Consultant, IBM Corporation: Provided subject matter expertise on Homeland Defense/Security and IBM support to proposal technical writing efforts for Department of Defense Transportation Command (Agile Transportation 21st

Century), State of Georgia Procurement, Enterprise Asset Management and Project Portfolio Management.

September 2003 – March 2005, Senior Analyst and Project Manager, ANSER, Inc.: Led ANSER's support to activate a US Northern Command (USNORTHCOM) and North American Aerospace Defense Command (NORAD), DoD's Homeland Defense/Security joint command to safeguard the National Capital Region (NCR). MS Cummings implemented process improvement strategies for the organization's implementation plans, and documented Reserve Component augmentation personnel structure, conducted staff training, developed templates for intelligence and operational architectures. She also participated in the Joint Manpower Validation Board to obtain funding for the Reserve Component billets. MS Cummings developed an Inter-Agency biological warfare workshop and organized a rehearsal to prepare for the 2004 State of the Union Address with stakeholders from the Inter-governmental agencies (including Federal Bureau of Investigation, Environmental Protection Agency, Secret Service, Capitol Police, and Department of Homeland Security ((DHS)-NCR). MS Cummings was also the program manager to develop an exercise training strategy for NGB's 54 states and territories Joint Force Headquarters-State. Due to the increasing threat to the nation's livestock from foreign animal disease (FAD), MS Cummings facilitated exercises with the DHS, DoD, the National Guard, Kansas state government and Kansas State University which resulted in the development of a comprehensive state plan to respond to FAD outbreaks. MS Cummings led the curriculum development team to develop a critical infrastructure course for the National Security Agency and designed course content and identified resources to support this initiative. She also provided subject matter expertise to ANSER's Homeland Security Institute designated as DHS' Science and Technology Federally Funded Research Institute.

July 2002 – November 2003, Chief Readiness and Integration/Reserve Forces Advisor Reserve Manpower and Personnel, US Army, North American Aerospace Defense NORAD and U.S. Northern Command (NORTHCOM): Member of the transition team to stand-up USNORTHCOM, the military organization responsible for Homeland Defense and Military Assistance to Civil Authorities (MACA, now Defense Support to Civil Authorities). MS Cummings captured and documented USNORTHCOM's process improvement metrics and requirements to provide operational depth, mission focus, and effective employment of military capabilities in the U.S. in four domains: air, land, maritime and MACA. She also led the design and organization of the multi-service Reserve Component organizational structure to support the command during contingencies. MS Cummings also prepared responses to congressional testimony for the leadership and executives and routinely briefed program status and coordinated these actions with Office of Secretary of Defense (Reserve Affairs) and the Combatant Commands. Within one year, MS Cummings obtained fiscal resources to provide the USNORTHCOM with over 100 Reserve augmentation personnel to enable to sustain operations during personnel shortages and coordinated the mobilization of Reserve Component personnel in support of Operation Noble Eagle.

August 2001 – July 2002, Chief Emergency Operations, Chief Army Reserve: In response to the 9/11 attacks on the US, MS Cummings organized the Army Reserve's Emergency Operations Center and supervised the Army's Reserve's mobilization and support requirements to support DoD's response. MS Cummings coordinated the development of the building evacuation plan for the Chief, Army Reserve located in commercial office space. Due to the constant influx of congressional inquiries after 9/11, she maintained a comprehensive record of incoming data to formulate responses to senior officials and congressional inquiries regarding Army Reserve deployments. Since counter-proliferation requirements escalated after 9/11, Ms. Cummings was selected to represent the Chief, Army Reserve on the Army's Counter-proliferation Council of Colonels and the European Council of Colonels, and served as the group facilitator to prioritize Army Reserve missions in Europe.

July 1999 – August 2001, Director of Military Support, Deputy Director, Consequence Management Program Integration Office (AGR): MS Cummings coordinated the DoD's effort to improve the U.S. response to terrorism (DoD Reform Initiative 25). MS Cummings documented requirements to implement a \$350 million Defense-wide program to improve the nation's capabilities to respond to Weapons of Mass Destruction (WMD) events and integrate Reserve Components into the national WMD response. She managed over 70 projects to support program implementation of the national WMD/Chemical Biological Radiological Nuclear and High Yield Explosive (CBRNE) response effort. She also monitored the development of the integrated acquisition, training, technology and logistics support systems across DoD for military WMD response capabilities including the development and fielding of the Unified Command Suites for communication requirements, and the Mobile Analytical Laboratory Systems to provide on-site level-3 laboratory technology. MS Cummings documented the certification, readiness, training, equipping, and fielding of premier WMD/CBRNE response units, including 27 state level National Guard WMD Civil Support Teams. Due to the intense congressional program scrutiny, Ms Cummings prepared responses to congressional inquiries, DoD Inspector General inquiries and routinely briefed congressional staff members, interest groups, Office of the Secretary of Defense (Reserve Affairs) and senior DoD officials on program goals and status. MS Cummings initiated civilian personnel actions including hiring, surplus status and position description coding. MS Cummings was also a member of DoD's Counter-proliferation Review Committee.

July 1997 – July 1999, (MSCA)/MACA Officer and Personnel Officer for Response Task Force East (AGR), US Army, First US Army, Fort Gillem GA: MS Cummings developed military policy, led team building and training, and coordinated training for WMD/CBRNE military response units. She coordinated military support requirements with regional Federal Emergency Management Agency (FEMA) and state operation centers during natural disasters and ensured compliance with federal legislation and military policy. She represented DoD at FEMA's Regional Interagency Steering Committee meetings and coordinated national events and exercises with FEMA regions and the inter-governmental state and federal agencies to respond to WMD/CBRNE events. MS Cummings wrote federal plans and participated in rehearsals for military support to state funerals. She edited and published the newsletter for DoD MSCA/MACA

for FEMA regions I-V. She was the Program Manager for Reserve Component Emergency Preparedness Liaison Officers who support FEMA regions I-V, and State Emergency Operation Centers during contingencies. MS Cummings was the personnel officer for the stand-up of the military response unit, WMD Response Task Force-East, maintained the personnel manifest, and identified crucial personnel issues that impacted WMD/CBRNE missions. She routinely reviewed Requests for DoD Assistance and military response activities to ensure compliance with Posse Comitatus Act and the Robert T. Stafford Relief Act.

April 1995 – July 1997, Assistant Department Director and Professor of Military Science (AGR), U.S. Army, Georgetown University, Washington, DC, Reserve Officer Training (ROTC): Faced with declining enrollment in the military science program, MS Cummings increased program enrollment by 40%, increased minority enrollment by 400%, and acquired scholarship funds for a cross-enrolled university. She appeared on the Cable News Network television show “Saturday Morning” to discuss the ROTC program and in national Army training video “Living Army Values.” She consulted with college presidents, deans, and academic advisers about the ROTC program and student progress. MS Cummings organized recruiting marketing campaigns to target specific demographics and coordinated with vendors for promotional items and coordinated direct mailing marketing campaigns. She developed and implemented control measures for the execution of resources and an annual recruiting budget. She hosted ROTC ceremonies and participated in faculty symposiums and seminars.

May 1989 – April 1995, Incentives, Career Management Fields; Disability Compensation, and Equal Opportunity (EO Program Manager), Office Chief, Army Reserve (AGR): MS Cummings improved organizational readiness and morale in the Army Reserve through policy development and training in human resources and operations. She represented the Chief, Army Reserve in the Personnel Contingency Cell and in the Army Crisis Action Team during Operation Desert Shield/Storm to support mobilization and associated personnel actions. She presented the Army Reserve’s policy positions at the highest levels in DoD including the Office of the Secretary of Defense (Reserve Affairs) as the Principal Adviser to the Chief, Army Reserve on discrimination, sexual harassment, and women’s policy issues. She documented and monitored program compliance with EO policy and Civil Rights legislation. She prepared the annual reports and analyzed data and reports to interpret or predict trends in behavior. MS Cummings managed the allocation and distribution of an estimated \$90 million budget for military incentives. She researched changes and problem areas in the areas of personnel, training, force structure, and logistics, impacts on the readiness of the Army Reserve. MS Cummings revamped the disability compensation system for the Army Reserve and recognized as the Army Reserve’s subject matter expert. She managed over \$3 million incapacitation pay budget to prevent fraud, waste, and abuse. She coordinated family support actions and obtained funding for the distribution of over 700,000 information guides to military families during Operation Desert Shield/Storm.

OTHER ASSIGNMENTS:

1983 to 1989, Professional Educator and Individual Mobilization Augmentee, US Army Reserve

1978 to 1983, U.S. Army Logistics Officer assigned to Fort Rucker, AL, Uijongbu, Korea and Fort Bragg, NC

Chris Law – ProSight Consultant

Business Analyst

NAME: Christian Law

TITLE: Business Analyst

Mr. Law has over 20 years of consulting experience and has been involved with portfolio management since the mid-1990's. He has expertise in project/program management, business process re-engineering, and hard and soft skills training. At ProSight he is an Engagement Manager.

EDUCATION:

Bachelor of Electrical Engineering (Co-op program) from Georgia Tech

TRAINING AND CERTIFICATIONS:

Numerous classes in project management, project planning and portfolio management software

IBM's Business Systems Planning.

QUALIFYING EXPERIENCE:

Chris's 35+ years of business experience have included a variety of management positions including heading a company division, managing numerous projects and many Project, Program and Investment Portfolio Management activities. He has been a senior project manager, an instructor in project management, developed and trained a Program Management Office (PMO) service offering, and a professional services consultant for two portfolio management software companies.

Chris also worked in a variety of roles at Lowe's Companies, National Starch, Bell South, UPS, Crawford Insurance, AT&T and Wachovia Corporation.